

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stock Building Supply Holdings II, LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply Holdings, LLC		06/30/2009	LIMITED LIABILITY COMPANY: VIRGINIA
Coleman Floor, LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
SBS Construction Services of New Mexico, LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply, LLC		06/30/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Stock Building Supply of Florida, LLC		06/30/2009	LIMITED LIABILITY COMPANY: FLORIDA
Stock Building Supply Midwest, LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply of Texas, LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply West, LLC		06/30/2009	LIMITED LIABILITY COMPANY: UTAH
SBS Construction Holdings, LLC		06/30/2009	LIMITED LIABILITY COMPANY: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, LLC, as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

CH \$690.00 77596089

**900137984**

**TRADEMARK  
 REEL: 004017 FRAME: 0082**

Property Type	Number	Word Mark
Serial Number:	77596089	ARTRIM
Serial Number:	77596208	FORTIS
Serial Number:	77596145	HOUSEARMOR
Serial Number:	78600833	PORTRAIT
Serial Number:	74320757	RACK 'M
Serial Number:	78022944	S
Serial Number:	78022949	S
Serial Number:	78024070	S
Serial Number:	78024075	S
Serial Number:	78024078	S
Serial Number:	78022952	STOCK
Serial Number:	78022957	STOCK
Serial Number:	78022961	STOCK
Serial Number:	78024051	STOCK
Serial Number:	78024060	STOCK
Serial Number:	78024067	STOCK
Serial Number:	78020590	STOCK BUILDING SUPPLY
Serial Number:	78022918	STOCK BUILDING SUPPLY
Serial Number:	78022926	STOCK BUILDING SUPPLY
Serial Number:	78024037	STOCK BUILDING SUPPLY
Serial Number:	78024039	STOCK BUILDING SUPPLY
Serial Number:	78024045	STOCK BUILDING SUPPLY
Serial Number:	72200885	MR. PLYWOOD
Serial Number:	78474559	TUFF-PRO
Serial Number:	78406509	BUILDER'S CHOICE
Serial Number:	74584413	THE BUILDER'S CHOICE
Serial Number:	75150366	THE PORTRAIT SERIES

**CORRESPONDENCE DATA**

Fax Number: (858)458-3157  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: toddschneider@paulhastings.com  
Correspondent Name: Todd Schneider  
Address Line 1: 4747 Executive Drive, 12th Floor  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	73896.00040
NAME OF SUBMITTER:	Todd Schneider
Signature:	/Todd Schneider/
Date:	07/03/2009
<b>Total Attachments: 8</b> source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page1.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page2.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page3.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page4.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page5.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page6.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page7.tif source=WFF_Stock - Fully Executed Trademark Security Agreement(62128605_1)#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June 2009, by and among Grantors party hereto (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("WFF"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among STOCK BUILDING SUPPLY HOLDINGS, LLC, a Virginia limited liability company ("Parent"), and each of Parent's Subsidiaries party thereto (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto ("Lenders"), BANK OF AMERICA, N.A., as co-lead arranger, WFF, as co-lead arranger, and Agent, the Lender Group is willing to make or issue Advances, Letters of Credit and other certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make or issue Advances, Letters of Credit and other financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as such term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding Section 6(g)(v) of the Security Agreement, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic image scan transmission (e.g., "PDF" or "tif" via email) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic image scan transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning

and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

9. CONTROLLING LAW.

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9(b).**

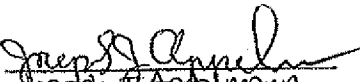
(c) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[signature page follows]

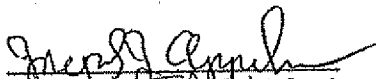
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

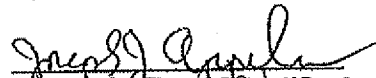
**STOCK BUILDING SUPPLY HOLDINGS II, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chief Executive officer

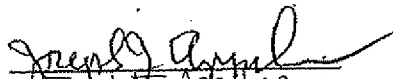
**STOCK BUILDING SUPPLY HOLDINGS, LLC,**  
a Virginia limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President

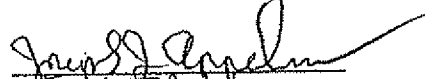
**COLEMAN FLOOR, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

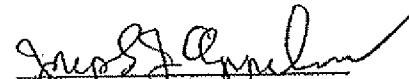
**SBS CONSTRUCTION SERVICES OF NEW MEXICO, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

**STOCK BUILDING SUPPLY, LLC,**  
a North Carolina limited liability company

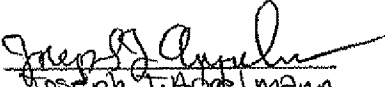
By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

**STOCK BUILDING SUPPLY OF FLORIDA, LLC,**  
a Florida limited liability company

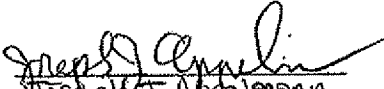
By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

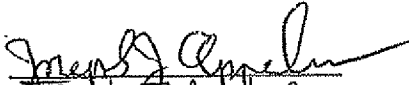
**STOCK BUILDING SUPPLY MIDWEST, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

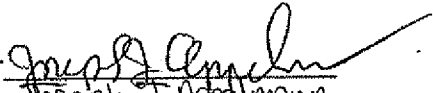
**STOCK BUILDING SUPPLY OF TEXAS, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

**STOCK BUILDING SUPPLY WEST, LLC,**  
a Utah limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

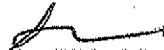
**SBS CONSTRUCTION HOLDINGS, LLC,**  
a Virginia limited liability company

By:   
Name: Joseph J. Appelmann  
Title: President and Chairman of the Board

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



WELLS FARGO FOOTHILL, LLC,  
a Delaware limited liability company,  
as Agent.

By:   
Name: S.N. Thomas  
Title: V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS / APPLICATIONS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
Stock Building Supply LLC	United States	ARTRIM	77-596,089 10/20/2008	N/A
Stock Building Supply LLC	United States	FORTIS	77-596,208 10/20/2008	N/A
Stock Building Supply LLC	United States	HOUSEARMOR	77,596,145 10/20/2008	N/A
Stock Building Supply LLC	United States	PORTRAIT	78/600,833 04/04/2005	3,073,438 03/28/2006
Stock Building Supply LLC	United States	RACK'M	74/320,757 10/06/1992	1,855,202 09/20/1994
Stock Building Supply Holdings, Inc.	United States	S and Design	78/022,944 08/25/2000	2,887,412 09/21/2004
Stock Building Supply Holdings, Inc.	United States	S and Design	78/022,949 08/25/2000	2,647,227 11/05/2002
Stock Building Supply Holdings, Inc.	United States	S and Design	78/024,070 09/01/2000	2,885,007 09/14/2004
Stock Building Supply Holdings, Inc.	United States	S and Design	78/024,075 09/01/2000	2,887,414 09/21/2004
Stock Building Supply Holdings, Inc.	United States	S and Design	78/024,078 09/01/2000	2,987,949 08/23/2005
Stock Building Supply Midwest, LLC	United States	SEIGLE'S	N/A	Illinois State Reg. No. 90,091 01/27/2003
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/022,952 08/25/2000	2,644,502 10/29/2002
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/022,957 08/25/2000	2,647,228 11/05/2002
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/022,961 08/25/2000	2,637,314 10/15/2002
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/024,051 09/01/2000	2,647,231 11/05/2002
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/024,060 09/01/2000	2,720,028 05/27/2003

[Schedule 1 to Trademark Security Agreement]

Grantor	Country	Mark	Application Number/Date	Registration Number/Date
Stock Building Supply Holdings, Inc.	United States	STOCK and Design	78/024,067 09/01/2000	2,647,232 11/05/2002
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/020,590 08/10/2000	2,641,372 10/22/2002
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/022,918 08/25/2000	2,728,416 06/17/2003
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/022,926 08/25/2000	2,611,008 08/20/2002
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/024,037 09/01/2000	2,622,487 09/17/2002
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/024,039 09/01/2000	2,882,788 09/07/2004
Stock Building Supply Holdings, Inc.	United States	STOCK BUILDING SUPPLY	78/024,045 09/01/2000	2,644,503 10/29/2002
Stock Building Supply LLC	United States	THE PROFESSIONAL'S CHOICE	N/A	Illinois State Reg. No. 079404 11/07/1996
Stock Building Supply LLC	United States	MR. PLYWOOD and Design	72/200,885 08/25/1964	802,398 01/18/1966
Stock Building Supply Holdings, Inc.	United States	Potential Opposition to TUFF-PRO, Serial No. 78/474,559	78/474,559	N/A
Stock Building Supply Holdings, Inc.	United States	Stock Building Supply LLC v. The Glidden Company: Opposition No. 91169857	78/406,509	N/A
Stock Building Supply LLC	United States	THE BUILDER'S CHOICE	74/584,413 10/11/1994	2,146,932 03/31/1998
Stock Building Supply Holdings, Inc.	United States	THE PORTRAIT SERIES	75/150,366 08/14/1996	2,200,207 10/27/1998

[Schedule 1 to Trademark Security Agreement]