

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMC East, LLC		09/15/2016	Limited Liability Company: NORTH CAROLINA
BMC Stock Holdings, Inc.		09/15/2016	Corporation: DELAWARE
BMC West, LLC		09/15/2016	Limited Liability Company: DELAWARE
Selectbuild Construction, Inc.		09/15/2016	Corporation: DELAWARE
Stock Building Supply of Arkansas, LLC		09/15/2016	Limited Liability Company: DELAWARE
BMC Corporate Services, LLC		09/15/2016	Limited Liability Company: DELAWARE
BMC Construction Services, LLC		09/15/2016	Limited Liability Company: DELAWARE
Coleman Floor, LLC		09/15/2016	Limited Liability Company: DELAWARE
Stock Building Supply West (USA), Inc.		09/15/2016	Corporation: DELAWARE
Stock Building Supply Midwest, LLC		09/15/2016	Limited Liability Company: DELAWARE
TBSG, LLC		09/15/2016	Limited Liability Company: DELAWARE
Coleman Floor Southeast, LLC		09/15/2016	Limited Liability Company: DELAWARE
SBS Guilford, LLC		09/15/2016	Limited Liability Company: DELAWARE
BMC Window & Door Southeast, LLC		09/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		

CH \$1365.00 4457606

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	4457606	BMC
Registration Number:	4765371	READY-FRAME PRECISION PACKAGES BY BMC
Registration Number:	4820704	BMC DESIGN
Registration Number:	2772209	BMC MILLWORK
Registration Number:	2015252	BMC WEST
Registration Number:	1877642	LONE STAR PLYWOOD & DOOR CORP.
Registration Number:	3599000	
Registration Number:	4596892	READY-FRAME
Registration Number:	4616659	READY-FRAME
Registration Number:	4608992	READY-FRAME PRECISION PACKAGES BY BMC
Registration Number:	4174911	PROFESSIONAL PROCON CONSTRUCTION SERVICE
Registration Number:	3464140	TRUSSMART BUILDING COMPONENTS
Registration Number:	4843835	SMART BUNDLED
Registration Number:	3267514	SELECTBUILD
Registration Number:	3267516	SELECTBUILD
Registration Number:	3353739	BESTLINE SASH & DOOR
Registration Number:	1879359	CHOO-CHOO BUILD-IT MART
Registration Number:	1881661	CHOO-CHOO BUILD-IT MART
Registration Number:	3366624	BESTLINE SASH & DOOR
Registration Number:	3185557	WHOLESALE BUILDING PRODUCTS WBP
Registration Number:	3353740	BESTLINE SASH & DOOR
Registration Number:	1082551	
Registration Number:	4038878	ARTRIM
Registration Number:	3613941	CUSTOMER FOCUSED ASSOCIATE DRIVEN
Registration Number:	4272483	FORTIS
Registration Number:	4318419	MACON
Registration Number:	1519404	NATIONAL HOME CENTER
Registration Number:	1428015	NATIONAL HOME CENTER
Registration Number:	3073438	PORTRAIT
Registration Number:	2647227	S
Registration Number:	2885007	S
Registration Number:	2887414	S
Registration Number:	2987949	S
Registration Number:	4493488	SMOOT
Registration Number:	4493486	SMOOT
Registration Number:	4493487	SMOOT
Registration Number:	4493499	SMOOT BUILDING SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	4493496	SMOOT BUILDING SOLUTIONS
Registration Number:	4493498	SMOOT BUILDING SOLUTIONS
Registration Number:	4500342	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493495	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493489	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	2644502	STOCK
Registration Number:	2637314	STOCK
Registration Number:	2647231	STOCK
Registration Number:	2720028	STOCK
Registration Number:	2647232	STOCK
Registration Number:	2641372	STOCK BUILDING SUPPLY
Registration Number:	2611008	STOCK BUILDING SUPPLY
Registration Number:	2622487	STOCK BUILDING SUPPLY
Registration Number:	2882788	STOCK BUILDING SUPPLY
Registration Number:	2644503	STOCK BUILDING SUPPLY
Registration Number:	1855202	RACK 'M
Registration Number:	4174909	PROCON CONSTRUCTION SERVICES, LLC

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann, Senior Paralegal

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 08299-00095

NAME OF SUBMITTER: Stephanie S. Kann

SIGNATURE: /stephanie s. kann/

DATE SIGNED: 09/16/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 15, 2016, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and Wilmington Trust, National Association, a national banking association, in its capacity as notes collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among BMC East, LLC, a North Carolina limited liability company (the "Issuer"), the guarantors party thereto (the "Guarantors") Wilmington Trust, National Association, in its capacity as trustee (the "Trustee"), and as the Collateral Agent, the Issuer has agreed to issue Notes and the Issuer, the Guarantors and the Trustee have agreed to enter into the Indenture for the equal and ratable benefit of each other and for the equal and ratable benefit of the Holders of the Notes;

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Security Agreement dated as of even date herewith (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, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this 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 in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and
- (e) all products and proceeds 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 trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any General Intangibles which are now or hereafter held by any Grantor as licensee, lessee or otherwise, to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include (A) any General Intangible which is Rights to Payment or a proceed of, or otherwise related to the enforcement and collection of, any Rights to Payment, or goods which are the subject of any Rights to Payment, (B) any and all proceeds of such General Intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (C) upon any such licensor's, lessor's or other applicable party's consent with respect to any such otherwise excluded General Intangibles being obtained, thereafter such General Intangibles as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral".

3. SECURITY FOR OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Secured Parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, which is registered or becomes registered or the subject of an application for registration with the U.S. Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in

writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent unilaterally (without any obligation) to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by different parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. CONSTRUCTION. Unless the context of this Agreement or any other Security Document 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 Agreement or any other Security Document referred to this Agreement or such other Security Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Security Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Security Document 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). Any reference herein or in any other Security Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

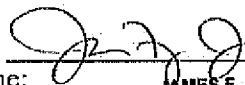
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

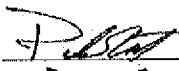
BMC EAST, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER


BMC STOCK HOLDINGS, INC.

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER


BMC WEST, LLC

By: 
Name: Paul Street
Title: General Counsel


SELECTBUILD CONSTRUCTION, INC.

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER


STOCK BUILDING SUPPLY OF
ARKANSAS, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER


BMC CORPORATE SERVICES, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

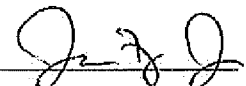
BMC CONSTRUCTION SERVICES, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

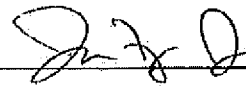
COLEMAN FLOOR, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

STOCK BUILDING SUPPLY WEST (USA),
INC.


By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

STOCK BUILDING SUPPLY MIDWEST,
LLC


By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

[Signature Page to Trademark Security Agreement]


TBSG, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER


COLEMAN FLOOR SOUTHEAST, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

SBS GUILFORD, LLC

By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

BMC WINDOW & DOOR SOUTHEAST,
LLC

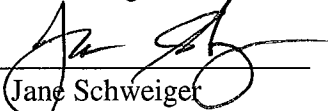
By: 
Name: _____
Title: JAMES F. MAJOR, JR.
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER &
TREASURER

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005878 FRAME: 0759

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
a national banking association, as collateral agent

By: 
Name: Jane Schweiger
Title: Vice President





[Signature Page to Trademark Security Agreement]

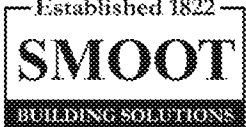
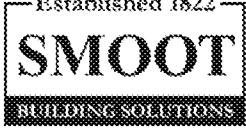
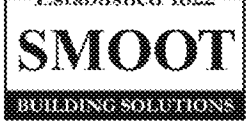





TRADEMARK
REEL: 005878 FRAME: 0760

SCHEDULE I
to
TRADEMARK SECURITY
AGREEMENT

Trademark Registrations/Applications

Mark	Filing Date	Registration #	Owner
BMC (stand alone)	12/29/2012	4,457,606	BMC Stock Holdings, Inc.
READY-FRAME PRECISION PACKAGES BY BMC	02/08/2014	4,765,371	BMC Stock Holdings, Inc.
BMC DESIGN	07/15/2014	4,820,704	BMC Stock Holdings, Inc.
BMC MILLWORK	06/07/2001	2,772,209	BMC West, LLC
BMC WEST	09/26/1995	2015252	BMC West, LLC
LONE STAR PLYWOOD & DOOR CORP.	11/29/1993	1877642	BMC West Corporation
PLUMB BOB Service Mark	03/31/2009	3,599,000	BMC Stock Holdings, Inc.
READY-FRAME (word mark & design mark)	02/01/2014	4,596,892 (Mark) Class 37 4,616,659 (Mark) Class 19	BMC Stock Holdings, Inc.
READY-FRAME PRECISION PACKAGES BY BMC	02/01/2014	4,608,992 (Design Mark) Class 37	BMC Stock Holdings, Inc.
READY-FRAME PRECISION PACKAGES BY BMC (Stylized/Design)	02/08/2014	43636-0001	BMC Stock Holdings, Inc.
Professional Procon Construction Services, LLC	07/17/2012	4,174,911	ProCon Construction Services, LLC
Trussmart Building Components	07/08/2008	3,464,140	Trussmart Building Components, LLC
Smart Bundled	07/15/2014	4,843,835	BMC Stock Holdings, Inc.
SELECTBUILD	09/28/2006	3,267,514	SELECTBUILD CONSTRUCTION, INC.
SelectBuild (and design) [is the logo]	09/28/2006	3,267,516	SELECTBUILD CONSTRUCTION, INC.
Bestline Sash & Door	12/11/2007	3,353,739	VNS Corporation
Choo-Choo Build-It Mart	02/14/1995	1,879,359	VNS Corporation

Choo-Choo Build-It Mart	02/28/1995	1,881,661	VNS Corporation
Bestline Sash & Door	01/08/2008	3,366,624	VNS Corporation
Wholesale Building Products WBP	12/19/2006	3,185,557	VNS Corporation
Bestline Sash & Door	12/11/2007	3,353,740	VNS Corporation
STAR (Logo)	05/02/1977	1,082,551	BMC West, LLC
ARTRIM	10/11/2011	4,038,878	BMC East, LLC
CUSTOMER FOCUSED ASSOCIATE DRIVEN	04/28/2009	3,613,941	BMC East, LLC
FORTIS	01/18/2013	4,272,483	BMC East, LLC
MACON	04/09/2013	4,318,419	BMC Stock Holdings, Inc.
NATIONAL HOME CENTER	01/03/1989	1,519,404	Stock Building Supply of Arkansas, LLC
NATIONAL HOME CENTER	02/03/1987	1,428,015	Stock Building Supply of Arkansas, LLC
PORTRAIT	03/28/2006	3,073,438	BMC East, LLC
S and Design 	11/05/2002	2,647,227	BMC Stock Holdings, Inc.
S and Design 	09/14/2004	2,885,007	BMC Stock Holdings, Inc.
S and Design 	09/21/2004	2,887,414	BMC Stock Holdings, Inc.
S and Design 	08/23/2005	2,987,949	BMC Stock Holdings, Inc.
SMOOT	03/11/2014	4,493,488	BMC Stock Holdings, Inc.
SMOOT	03/11/2014	4,493,486	BMC Stock Holdings, Inc.
SMOOT	03/11/2014	4,493,487	BMC Stock Holdings, Inc.
SMOOT BUILDING SOLUTIONS	03/11/2014	4,493,499	BMC Stock Holdings, Inc.

SMOOT BUILDING SOLUTIONS	03/11/2014	4,493,496	BMC Stock Holdings, Inc.
SMOOT BUILDING SOLUTIONS	03/11/2014	4,493,498	BMC Stock Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design Established 1822  A STOCK BUILDING SUPPLY COMPANY	03/25/2014	4,500,342	BMC Stock Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design Established 1822  A STOCK BUILDING SUPPLY COMPANY	03/11/2014	4,493,495	BMC Stock Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design Established 1822  A STOCK BUILDING SUPPLY COMPANY	03/11/2014	4,493,489	BMC Stock Holdings, Inc.
STOCK and Design 	10/29/2002	2,644,502	BMC Stock Holdings, Inc.
STOCK and Design 	10/15/2002	2,637,314	BMC Stock Holdings, Inc.
STOCK and Design 	11/05/2002	2,647,231	BMC Stock Holdings, Inc.
STOCK and Design 	05/27/2003	2,720,028	BMC Stock Holdings, Inc.
STOCK and Design 	11/05/2002	2,647,232	BMC Stock Holdings, Inc.
STOCK BUILDING SUPPLY	10/22/2002	2,641,372	BMC Stock Holdings, Inc.
STOCK BUILDING SUPPLY	08/20/2002	2,611,008	BMC Stock Holdings, Inc.
STOCK BUILDING SUPPLY	09/17/2002	2,622,487	BMC Stock Holdings, Inc.
STOCK BUILDING SUPPLY	09/07/2004	2,882,788	BMC Stock Holdings, Inc.

STOCK BUILDING SUPPLY	10/29/2002	2,644,503	BMC Stock Holdings, Inc.
RACK'M	09/20/1994	1,855,202	BMC East, LLC
Procon Construction Services, LLC	07/17/2012	4,174,909	ProCon Construction Services, LLC