

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOISE CASCADE COMPANY		03/13/2020	Corporation: DELAWARE
BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.		03/13/2020	Limited Liability Company: DELAWARE
BOISE CASCADE WOOD PRODUCTS, L.L.C.		03/13/2020	Limited Liability Company: DELAWARE
BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.		03/13/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>Internal Address:</b>	Portfolio Manager-Boise Cascade		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88448532	\$ BC\$ESTIMATOR	
<b>Registration Number:</b>	5106741	FIREWALLFR	
<b>Registration Number:</b>	3861608	FASTSUITE	
<b>Registration Number:</b>	2034171	FIBERSTRATE	
<b>Registration Number:</b>	5298011	BC ESTIMATOR	
<b>Registration Number:</b>	5414224	BC FASTPLAN	
<b>Registration Number:</b>	5152671	BC FLOORVALUE	
<b>Registration Number:</b>	5439697	BC OPTIMIZER	
<b>Registration Number:</b>	5193800	BOISE	
<b>Registration Number:</b>	4171883	BOISE CASCADE	
<b>Registration Number:</b>	5891987	BOISE TQBUILD	
<b>Registration Number:</b>	1696869	FASTBEAM	

OP \$565.00 88448532

Property Type	Number	Word Mark
Registration Number:	1986288	FASTOPT
Registration Number:	1962516	FASTPLAN
Registration Number:	3104599	FIBERGUARD
Registration Number:	2003047	FIBERSTRONG
Registration Number:	5610687	FINISH-RITE
Registration Number:	3999098	GREAT PRODUCTS ARE ONLY THE BEGINNING
Registration Number:	4214175	PRO-INSTALL
Registration Number:	4938240	PRO-INSTALL
Registration Number:	5292888	PRO-INSTALL
Registration Number:	1593660	WOOD I BEAM

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 804 775 1676

**Email:** edavenport@mcguirewoods.com

**Correspondent Name:** Michael A. Shafer, McGuireWoods LLP

**Address Line 1:** 800 East Canal Street

**Address Line 2:** Gateway Plaza

**Address Line 4:** Richmond, VIRGINIA 23219-3916

**NAME OF SUBMITTER:** Michael A. Shafer

**SIGNATURE:** /Michael A. Shafer/

**DATE SIGNED:** 03/17/2020

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of March, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 15, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Boise Cascade Company, a Delaware corporation ("Boise Cascade"), Boise Cascade Building Materials Distribution, L.L.C., a Delaware limited liability company ("Boise Building"), Boise Cascade Wood Products, L.L.C., a Delaware limited liability company (Boise Cascade, Boise Distribution, and Boise Wood Products each a "Borrower" and collectively, the "Borrowers"), the financial institutions from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the 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 July 13, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, by that certain Omnibus Amendment and Reaffirmation Agreement dated as of May 15, 2015 and that certain Omnibus Amendment and Reaffirmation Agreement dated as of the date hereof, 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 initially 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 and pledges to Agent, for the benefit of each member 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 such Grantor's Trademarks (including those registered Trademarks and applications to register Trademarks referred to on Schedule I) and Intellectual Property Licenses in or with respect to any Trademark, in each case to the extent included in the Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License in or with respect to Trademarks; and

(c) all products and proceeds (as that 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 such Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including such Grantor's right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) such Grantor's right to receive license fees, royalties, and other compensation under any Intellectual Property License.

Notwithstanding the foregoing, in no event will the Trademark Collateral include any Excluded Property.

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, whether or not 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. If any Grantor shall obtain rights to any new registered trademarks or applications to register any Trademarks, in each case to the extent included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. 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 each Grantor. Notwithstanding the foregoing, 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. 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 method of transmission 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 method of 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.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. 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 to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. 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.**

**9. 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 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 AGENT ELECTS TO BRING SUCH ACTION OR 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.**

**10. 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 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 parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BOISE CASCADE COMPANY,**  
a Delaware corporation

KB By: Wayne Rancourt  
Name: Wayne Rancourt  
Title: Executive VP, CFO, & Treasurer

**BOISE CASCADE BUILDING MATERIALS  
DISTRIBUTION, L.L.C.,** a Delaware limited liability  
company

KB By: Wayne Rancourt  
Name: Wayne Rancourt  
Title: Executive VP, CFO, & Treasurer

**BOISE CASCADE WOOD PRODUCTS, L.L.C.,**  
a Delaware limited liability company

KB By: Wayne Rancourt  
Name: Wayne Rancourt  
Title: Executive VP, CFO, & Treasurer

**BOISE CASCADE WOOD PRODUCTS HOLDINGS  
CORP.,** a Delaware corporation

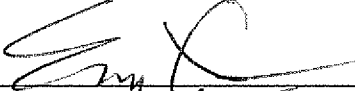
KB By: Wayne Rancourt  
Name: Wayne Rancourt  
Title: Executive VP, CFO, & Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By:   
Name: EMILY CHASE  
Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Trademarks**

Country	Mark Name	App. No.	Reg. Date	Reg. No.	Status	Owner
USA	FIREWALLFR	86698862	12/20/2016	5106741	Registered	Boise Cascade Wood Products, L.L.C.
USA	FASTSUITE	77686202	10/12/2010	3861608	Registered	Boise Cascade Wood Products, L.L.C.
USA	FIBERSTRATE	74565613	08/25/1994	2034171	Registered	Boise Cascade Wood Products, L.L.C.
USA	\$ BC\$ESTIMATOR & DESIGN	88448532			Pending	Boise Cascade Wood Products, L.L.C.
USA	BC ESTIMATOR	87/169622	9/26/2017	5,298,011	Registered	Boise Cascade Wood Products, L.L.C.
USA	BC FASTPLAN	87/310,281	2/27/2018	5,414,224	Registered	Boise Cascade Wood Products, L.L.C.
USA	BC FLOORVALUE	86/937,211	2/28/2017	5,152,671	Registered	Boise Cascade Wood Products, L.L.C.
USA	BC OPTIMIZER	87/468,468	4/3/2018	5,439,697	Registered	Boise Cascade Wood Products, L.L.C.
USA	BOISE	86/715,289	5/2/2017	5,193,800	Registered	Boise Cascade Company
USA	BOISE CASCADE	76/700887	7/10/2012	4171883	Registered	Boise Cascade Company
USA	BOISE TQ BUILD	87/768252	10/22/2019	5891987	Registered	Boise Cascade Wood Products, L.L.C.
USA	FASTBEAM	74/121,136	6/23/1992	1,696,869	Registered	Boise Cascade Wood Products, L.L.C.
USA	FASTOPT	74/595,866	7/09/1996	1,986,288	Registered	Boise Cascade Wood Products, L.L.C.
USA	FASTPLAN	74/496,239	3/12/1996	1,962,516	Registered	Boise Cascade Wood Products, L.L.C.
USA	FIBERGUARD	78/186,181	6/13/2006	3,104,599	Registered	Boise Cascade Wood Products, L.L.C.



Country	Mark Name	App. No.	Reg. Date	Reg. No.	Status	Owner
USA	FIBERSTRONG	75/002,928	9/24/1996	2,003,047	Registered	Boise Cascade Wood Products, L.L.C.
USA	FINISH-RITE	87/845,516	11/20/2018	5,610,687	Registered	Boise Cascade Building Materials Distribution, L.L.C.
USA	GREAT PRODUCTS ARE ONLY THE BEGINNING	77/945292	7/19/2011	3999098	Registered	Boise Cascade Wood Products, L.L.C.
USA	PRO-INSTALL	77/481754	9/25/2012	4,214,175	Registered	Boise Cascade Building Materials Distribution, L.L.C.
USA	PRO-INSTALL	86592608	4/12/2016	4,938,240	Registered	Boise Cascade Building Materials Distribution, L.L.C.
USA	PRO-INSTALL	87/250,363	9/19/2017	5,292,888	Registered	Boise Cascade Building Materials Distribution, L.L.C.
USA	WOOD I BEAM	73824677	4/24/1990	1593660	Registered	Boise Cascade Wood Products, L.L.C.
USA	BOISE TQBUILD		10/22/2019	5891987	Registered	Boise Cascade Wood Products, L.L.C.