

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6661086

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ABL SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BMC STOCK HOLDINGS, INC.	04/16/2021
RECEIVING PARTY DATA		
Name:	TRUIST BANK (SUCCESSOR BY MERGER TO SUNTRUST BANK)	
Street Address:	3333 PEACHTREE ROAD, NE, 4TH FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9480865
	Patent Number:	6178695
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<i>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.</i>		
Phone:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com	
Correspondent Name:	CT CORPORATION	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	04/16/2021	
Total Attachments: 6		
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source=Builders ABL - Patent Security Agreement (Joinder) (Executed)_(76229913_1)#page2.tif		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

BMC Stock Holdings, Inc.

2. Name and address of receiving party(ies)

Name: Trust Bank (as successor by merger to Suntrust Bank)

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 16, 2021

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other ABL Security Agreement

Street Address: 3333 Peachtree Road, NE, 4th Floor

City: Atlanta

State: GA

Country: USA Zip: 30326

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 16, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6146, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ABL PATENT SECURITY AGREEMENT, dated as of April 16, 2021 (this “Agreement”), among BMC Stock Holdings, Inc. (the “Grantor”) and TRUIST BANK (as successor by merger to SUNTRUST BANK), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated ABL Credit Agreement dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among BUILDERS FIRSTSOURCE, INC., as Borrower, the other parties from time to time party hereto and TRUIST BANK (as successor by merger to SUNTRUST BANK), as Administrative Agent and (b) the Amended and Restated ABL Collateral Agreement dated of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to the Patents listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement and ABL/Bond Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL/Bond Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Bond Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Bond Intercreditor Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in

recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

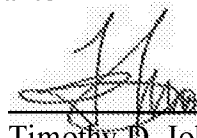
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

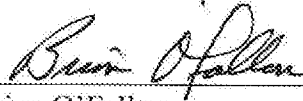
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

BMC STOCK HOLDINGS, INC.
as a Grantor

By: 
Name: Timothy D. Johnson
Title: Executive Vice President, General Counsel
and Corporate Secretary

Truist Bank, as Collateral Agent

By: 
Name: Brian O'Fallon
Title: Director

Schedule I

U.S. Patents and Applications:

Patent	Registration / Application No.	Registration / Application Date	Registered Owner / Applicant
FALL ARREST SYSTEM	13/800,711/ 9,480,865 (Expired)	03/13/2013/ 11/1/2016	BMC Stock Holdings, Inc.
CONVERTIBLE WINDOW ASSEMBLY	09/280,054/ 6,178,695 (Expired)	03/29/1999/ 1/30/2001	BMC Stock Holdings, Inc.