

09-24-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101852687

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

09/12/01

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 8/30/01

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, N.A., as Agent

Internal
Address: _____

Street Address: 420 Montgomery St., 9th Fl.

City: San Francisco State: CA Zip: 94104

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1082551; 1877642; 2158706; 2015252; 2377185

Additional number(s) attached Yes No

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

Name: Alam G. Benjamin, Esq.

Internal Address: Orrick, Herrington & Sutcliffe LLP

Street Address: 777 S. Figueroa St., #3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joel Kabakoff

Name of Person Signing

Signature

09/08/01

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/21/2001 TDIAZ1 00000019 1082551

01 FC:481 40.00 DP
02 FC:482 100.00 DP

TRADEMARK
REEL: 002371 FRAME: 0729

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of August 30, 2001 by BANK OF AMERICA, N.A. ("Assignor") to WELLS FARGO BANK, N.A. ("Assignee"), in its capacity as Agent for the Banks (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of November 30, 1999 (as amended, restated or otherwise modified through the date hereof, the "Original Credit Agreement"), among, inter alia, Building Materials Holding Corporation, a Delaware corporation ("Holdings") and Assignor, individually and as agent for the financial institutions which are a party thereto (the "Original Banks"), Holdings, in its capacity as a borrower, obtained a line of credit upon the terms and subject to the conditions set forth therein.

B. In connection with the Amended and Restated Credit Agreement (referenced below), Assignor has resigned as agent under the Original Credit Agreement and Assignee has succeeded as agent under the Original Credit Agreement pursuant to that certain Resignation, Assignment and Acceptance Agreement, dated as of August 30, 2001.

C. Holdings and Assignee, as successor agent to Bank of America, concurrently with the execution of this Assignment, will (together with certain other parties thereto) amend and restate the Original Credit Agreement pursuant to that certain Amended and Restated Credit Agreement to be dated as of August 30, 2001, among (a) Holdings, (b) BMC West Corporation, a Delaware corporation (the "Company"), and certain other affiliates of Holdings, as guarantors, (c) the several financial institutions from time to time party thereto (the "Banks") and (d) First Union National Bank, as Syndication Agent and (e) Wells Fargo Bank, N.A., as letter of credit issuing bank and swingline bank, as administrative agent for the Banks and as lead arranger of the credit facilities described therein (as may be amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement").

D. In connection with the closing of the Original Credit Agreement, (i) the Company and Assignor entered into that certain Patent and Trademark Security Agreement, dated as of November 30, 1999 (the "Company IP Security Agreement"), pursuant to which the Company granted to Assignor, as agent for the Original Banks, a lien on certain of its assets described therein, including without limitation the U.S. Trademarks listed on Schedule B thereto, (the "Company Trademarks") which Company Trademarks are listed on Schedule 1 hereto and (ii) BMCW SouthCentral L.P. ("BMCW") and Assignor entered into that certain Patent and Trademark Security Agreement, dated as of November 30, 1999 (the "BMCW IP Security Agreement"), pursuant to which the BMCW granted to Assignor, as agent for the Original Banks, a lien on certain of its assets described therein, including without limitation the Texas Trademark and the Pending U.S. Trademark Application listed on Schedule B thereto (the "BMCW Trademarks") which Company Trademarks are listed on Schedule 1 hereto.

E. In connection with the Amended and Restated Credit Agreement, Assignor has agreed to assign its rights in the Company Trademarks and the BMCW Trademarks to Assignee as provided for herein.

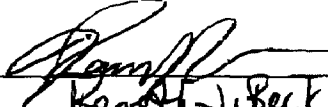
THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Effective upon the closing of the Amended and Restated Credit Agreement, Assignor hereby assigns to assignee all of its rights, title and interest as a secured party in and to all of the Company Trademarks and the BMCW Trademarks.
2. Assignor hereby represents and warrants to Assignee that no previous assignment of Assignor's interest in and to the Company Trademarks or the BMCW Trademarks has been made.
3. This Assignment shall inure to the benefit of Assignee and the Banks, and shall be binding upon Assignor, its successors and assigns.
4. This Assignment shall be governed by and construed according to the laws of the State of California.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

BANK OF AMERICA, N.A.

By: 
Name: Kenneth J. Beck
Title: Principal

The undersigned hereby consents to assignment contained herein.

Dated: August 30 2001:

WELLS FARGO BANK, N.A., as Assignee

By: _____
Name: _____
Its: _____

BMC WEST CORPORATION

By: _____
Name: _____
Its: _____

BMCW SOUTHCENTRAL, L.P.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

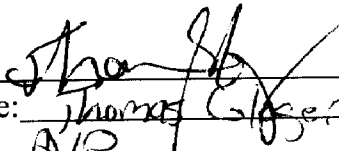
BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

The undersigned hereby consents to assignment contained herein.

Dated: August 30 2001:

WELLS FARGO BANK, N.A., as Assignee

By:  _____
Name: Thomas Colyer _____
Its: VP _____

BMC WEST CORPORATION

By: _____
Name: _____
Its: _____

BMCW SOUTHCENTRAL, L.P.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____


The undersigned hereby consents to assignment contained herein.

Dated: August 30 2001:


WELLS FARGO BANK, N.A., as Assignee

By: _____
Name: _____
Its: _____

BMC WEST CORPORATION

By:  _____
Name: PAUL S. STREET
Its: Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

BMCW SOUTHCENTRAL, L.P.

By:  _____
Name: PAUL S. STREET
Its: Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

Schedule 1

Company Trademarks

U.S. Trademarks:

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|-------------------------|--------------------------|--------------------|-------------------------|---------------------------------|
| 1,082,551 | January 17, 1978 | May 2, 1977 | BMC West Corporation | Star Logo |
| 1,877,642 | February 7, 1995 | November 29, 1993 | BMC West Corporation | Lone Star Plywood & Door Corp. |
| 2,158,706 | May 19, 1998 | April 7, 1997 | BMC West Corporation | Heritage Architectural Moulding |
| 2,015,252 | November 12, 1996 | September 26, 1995 | BMC West Corporation | BMC WEST |

BMCW Trademarks

Texas Trademark:

| <u>Registration No.</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|-------------------------|--------------------|-------------------------|-------------|
| 58656 | May 3, 1999 | BMCW SouthCentral L.P. | Castleberry |

U.S. Trademark

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|-------------------------|--------------------------|--------------------|-------------------------|-------------|
| 2,377,185 ¹ | August 15, 2000 | April 30, 1999 | BMCW SouthCentral L.P. | Castleberry |

¹ This was listed as Pending U.S. Trademark Application Serial No. 75-697209 in the BMCW IP Security Agreement and has since been registered as a U.S. Trademark No. 2,377,185.