

05-11-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp Tab settings ⇌ ⇌ ⇌



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COVER SHEET ONLY

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

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

1. Name of conveying party(ies):

BlueLinx Corporation

S. 11. 04

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 7, 2004

2. Name and address of receiving party(ies)

Name: Goldman Sachs Credit Partners L.P.

Internal

Address:

Street Address: 85 Broad Street

City: New York State: NY Zip: 10004

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

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) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional number(s) attached Yes No

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

Name: Claudia Immerzeel

Internal Address: c/o Paul Hastings Janofsky & Walker LLP

Street Address: 515 S. Flower St., 25th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 3.41): \$ 915.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Claudia Immerzeel Name of Person Signing

Claudia Immerzeel Signature

May 10, 2004

Date

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

26

05/12/2004 BTOM11 00000007 74121448

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

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TRADEMARK REEL: 002965 FRAME: 0268

Schedule A  
Trademark Security Agreement  
Trademarks of Debtor

1. Trademarks:

UNITED STATES AND FOREIGN TRADEMARKS									
Mark Name	Dckt. No.	Country	Status	Goods & Services	App. No	App. Date	Reg. No	Reg. Date	Renewal Date
ACCUCHOICE	5870	USA	REGISTERED	PNEUMATICALLY DRIVEN COLLATED FASTENERS NAMELY NAILS, STAPLE	74/121,448	12/7/1990	1,731,998	11/10/1992	11/10/2012
ACCUCHOICE	7009	USA	REGISTERED	AIR COMPRESSORS	74/659,632	4/14/1995	1,994,900	8/20/1996	8/20/2006
ACCUCHOICE	6407	Canada	REGISTERED	METAL PNEUMATICALLY DRIVEN COLLATED FASTENERS; NAMELY NAILS,	709,167	7/17/1992	440,049	3/3/1995	3/3/2010
BUILDER CONNECTION	8397	USA	FILED	AN INTERNET BASED PROGRAM WHICH ALLOWS VENDORS TO PURCHASE B	78/107,973	2/11/2002			
CASTLE RIDGE	4455	USA	REGISTERED	VINYL SIDING	73/828,230	9/28/1989	1,594,257	5/1/1990	5/1/2010
CEDAR LANE & DESIGN	6565	USA	REGISTERED	VINYL SIDING	74/376,925	4/8/1993	1,854,196	9/13/1994	9/13/2004
CHATHAM RIDGE	5866	USA	REGISTERED	VINYL SIDING	74/114,696	11/13/1990	1,693,018	6/9/1992	6/9/2012
DEALER SERVICES AT YOUR FINGERTIPS	8255	USA	FILED	ON-LINE CATALOG SERVICES FEATURING BUILDING PRODUCTS ORDERS	76/312,643	9/12/2001			
DECK-LOCK	4179	USA	REGISTERED	METAL NAILS AND SCREWS	73/701,163	12/15/1987	1,496,547	7/19/1988	7/19/2008
DETAILS	6669	USA	REGISTERED	INTERIRO AND EXTERIRO HOME ACCESSORIES NAMELY MOUNTING BLOCK	74/572,948	9/13/1994	2,246,288	5/18/1999	5/18/2009

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UNITED STATES AND FOREIGN TRADEMARKS

Mark Name	Dekt. No.	Country	Status	Goods & Services	App. No	App. Date	Reg. No	Reg. Date	Renewal Date
FOREST RIDGE	4523	USA	REGISTERED	VINYL SIDING	73/828,158	9/28/1989	1,592,036	4/17/1990	4/17/2010
GRAND PASSAGE	4464	USA	REGISTERED	DOORS (IN CLASS 19, FIRST USE ON 07/07/88; IN CLASS 6, FIRS	73/781,385	2/17/1989	1,560,482	10/17/1989	10/17/2009
GRAND PASSAGE & DESIGN	4694	USA	REGISTERED	METALLIC DOORS (FIRST USE: 4-26-1988)	73/781,426	2/17/1989	1,560,483	10/17/1989	10/17/2009
GYP-GRIP	3754	USA	REGISTERED	SCREWS	73/550,574	7/29/1985	1,383,021	2/18/1986	2/18/2006
HERITAGE HILL	8537	USA	UNREGISTE RED	VINYL SIDING					
NATURAL TRADITIONS	8663	USA	DOCKETED	VINYL SIDING					
NEW WORLD SCALLOPS	8094	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
OAKSIDE	8662	USA	DOCKETED	VINYL SIDING					
PARKRIDGE	8664	USA	DOCKETED	VINYL SIDING					
PARKSIDE	6842	USA	REGISTERED	VINYL SIDING	74/565,612	8/25/1994	1,991,923	8/6/1996	8/6/2006
PROLINE	7693	USA	REGISTERED	ROOFING SHINGLES	75/512,732	7/2/1998	2,632,076	10/8/2002	10/8/2012
PRO-TITE	8540	USA	FILED	NAILS, SCREWS, AND FASTENERS	78/200,553	1/7/2003			
RANCHGUARD	1818	USA	REGISTERED	METAL FENCING, METAL COMPONENTS THEREFOR, AND BARBED WIRE	73/266,099	6/12/1980	1,175,799	11/3/1981	11/3/2011
RANCHGUARD	3350	USA	REGISTERED	METAL ROOFING AND SIDING FOR USE ON RANCH AND FARM BUILDING	73/416,226	3/7/1983	1,275,782	5/1/1984	5/1/2004
R-GUARD	2389	USA	REGISTERED	WALLBOARD USED FOR SHEATHING, INSULATION, FILLER BOARD, BAC	73/162,276	3/15/1978	1,101,497	9/5/1978	9/5/2008
ROUGH SAWN CEDAR	8095	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
SAVANNAH	8002	USA	REGISTERED	ROOFING SHINGLES	75/827,689	10/20/1999	2,494,956	10/2/2001	10/2/2011

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**UNITED STATES AND FOREIGN TRADEMARKS**

<u>Mark Name</u>	<u>Dekt. No.</u>	<u>Country</u>	<u>Status</u>	<u>Goods &amp; Services</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
SHADOW RIDGE	4144	USA	REGISTERED	VINYL PRODUCTS - NAMELY, SIDING	73/656,177	4/20/1987	1,469,802	12/22/1987	12/22/2007
SOMERSET	6612	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
SOUTHERN ELEGANCE	8300	USA	REGISTERED	HARDWOOD FLOORING	76/227,561	3/20/2001	2,772,176	10/7/2003	10/7/2013
SOUTHERN ELEGANCE and Design	8506	USA	DOCKETED	HARDWOOD FLOORING					
TOUGH FLASH	8096	USA	FILED	EAVES FLASHING	76/096,898	7/26/2000			
TUF-SHIELD	4235	USA	REGISTERED	CORREGATED VINYL BUILDING SHEETS	73/810,797	7/5/1989	1,593,045	4/24/1990	4/24/2010
VISIONPRO	6951	USA	REGISTERED	VINYL SIDING	74/702,282	7/17/1995	1,984,120	7/2/1996	7/2/2006
WE HELP YOU BUILD YOUR BUSINESS	7004	USA	REGISTERED	WHOLESALE DISTRIBUTORSHIPS FEATURING BUILDING PRODUCTS	75/087,383	4/12/1996	2,045,922	3/18/1997	3/18/2007
WYNDHAM LANE	7544	USA	REGISTERED	VINYL SIDING	75/301,533	6/2/1997	2,283,742	10/5/1999	10/5/2009

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2. Intent to Use Applications:

<u>Mark Name</u>	<u>Serial Number</u>
BLUELINX	76586025
BLUELINX CORPORATION	76586027
BLUELINX BUILDING PRODUCTS	76586028
BLUELINX DISTRIBUTION	76586026
BLUELINX SALES AND DISTRIBUTION	76586074
BLUELINX LOGISTICS	76586072
BLUELINX BUILDING SOLUTIONS	76586029
BLUELINX BUILDING MATERIALS	76586073

3. Licensed Trademarks:

- Pursuant to the Asset Purchase Agreement, dated March 12, 2004, between BlueLinx Corporation (f/k/a ABP Distribution Inc.) and Georgia-Pacific Corporation (the "Asset Purchase Agreement"), the Debtor has the right to use Georgia Pacific trademarks in connection with Private Label Agreements, set forth as Exhibit F to the Asset Purchase Agreement.

- Pursuant to Section 5.17 of the Asset Purchase Agreement, the Debtor has a license to use Georgia Pacific trademarks for one hundred eighty (180) days following the closing.

4. Domain Name Registrations:

R-GUARD.BIZ  
R-GUARD.US

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Security Agreement for the Trademark Applications and Registrations shown on the attached Schedule A

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The undersigned hereby designates the law firm of Paul, Hastings, Janofsky & Walker LLP, with offices at 515 South Flower Street, 25th Floor, Los Angeles, California 90071, as its domestic representative upon whom notice or process in proceedings affecting the above identified mark may be served.

DATED: May 7, 2004

Goldman Sachs Credit Partners L.P.,  
a Bermuda limited partnership

By: WW Archer  
Name: William W. Archer  
Its: Managing Director

EXHIBIT T-1

**FORM OF TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of May 7, 2004, is made by and between **BLUELINX CORPORATION**, a Georgia corporation ("Debtor") in favor of **GOLDMAN SACHS CREDIT PARTNERS L.P.**, a Bermuda limited partnership ("GSCP"), as collateral agent for the Lender Group (as defined below) (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"), with reference to the following:

RECITALS

**WHEREAS**, Debtor, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), **GSCP**, as sole lead arranger, sole bookrunner, sole syndication agent, and as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"), and Collateral Agent (and together with Administrative Agent, each an "Agent" and collectively, the "Agents") have entered into that certain Financing Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Financing Agreement"), pursuant to which, among other things, the Lender Group (as defined below) has agreed to make certain financial accommodations to Debtor;

**WHEREAS**, Debtor has executed and delivered to Collateral Agent that certain Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of the Lender Group (as defined below), security interests in (among other things) all or substantially all of Debtor's general intangibles; and

**WHEREAS**, to induce the Lender Group to make the financial accommodations provided to Debtor pursuant to the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as defined below) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the Trademark Collateral (as defined below).

AGREEMENT

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Administrative Agent” has the meaning ascribed to such term in the recitals hereto.

“Agent” and “Agents” have the meaning ascribed to such terms in the recitals hereto.

“Agreement” has the meaning ascribed to such term in the preamble hereto.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Borrower” has the meaning ascribed to such term in the recitals hereto.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Collateral Agent’s Liens on any Trademark Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Collateral Agent” has the meaning ascribed to such term in the preamble hereto.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” has the meaning ascribed to such term in the Financing Agreement.

“Financing Agreement” has the meaning ascribed to such term in the recitals hereto.



“Governmental Authority” means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“GSCP” has the meaning ascribed to such term in the preamble hereto.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement or other similar relief.

“Lender Group” means, collectively the Lenders, Administrative Agent and Collateral Agent.

“Lenders” has the meaning ascribed to such term in the recitals hereto.

“Person” means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Trademark and Trademark Office and any successor thereto.

“Secured Obligations” means all liabilities, obligations, or undertakings (including the Obligations) owing by Debtor to any of the Agents or any of the Lenders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement, the Security Agreement, or any

of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” has the meaning ascribed to such term in the recitals hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” shall each mean the United States of America.

(b) Terms Defined in the Code and Other Terms. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

(c) Terms Generally. Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Financing Agreement. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, whether or not so expressly stated in each such instance, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) 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. References in this Agreement to “determination” by any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or

regulation referred to. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement. In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed to be in conflict with the Financing Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Grant of Security Interest in Respect of the Secured Obligations.

To secure the prompt repayment of any and all Secured Obligations and to secure prompt performance by Debtor of each of its covenants and duties under the Loan Documents, Debtor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark (A) prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark or (B) the granting of a security interest in which would be prohibited by applicable law) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Collateral Agent or in the name of Collateral Agent for the benefit of the

Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any of the Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the Financing Agreement.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Anything in the Financing Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Collateral Agent therein) in accordance with the terms of the Loan Documents or as otherwise agreed to by Collateral Agent in writing.

**3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact.**

Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in its reasonable discretion, may request from time to time, to perfect and continue the perfection of, to maintain the priority of, or provide notice of Collateral Agent's security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent, in its discretion, deems necessary or advisable in order to perfect or continue the perfection of, to maintain the priority or enforceability of or to provide notice of Collateral Agent's security interests in the Trademark Collateral held by

Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent, in its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuation of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral, Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and Debtor agrees to reimburse such attorney or Agent, as applicable, in full upon demand for all reasonable expenses, including reasonable attorney's fees, incurred by such attorney or Collateral Agent in relation hereto. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with the Financing Agreement.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) True, Correct and Complete List. Set forth on Schedule A is a true, correct and complete list of (a) all Trademarks owned by Debtor, in whole or in part, and (b) all of the Trademarks that Debtor holds (whether pursuant to a license or otherwise) from a third party;

(b) Validity. Each of the Trademarks owned by Debtor listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and Debtor has properly complied in all material respects with all applicable statutory and regulatory requirements, in connection with each such Trademark, and no written claim has been made that the use of any of such Trademarks does or may infringe or otherwise violate the rights of any third person, and all maintenance fees required to be paid on account of such Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of Debtor's knowledge, each of such Trademarks is valid and enforceable;

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and, to the best of Debtor's knowledge, good and defensible title to the Trademark Collateral in respect of the Trademarks it owns, (ii) to the best of Debtor's knowledge, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral, free and clear of any Liens and rights of others (other than interest created hereunder and other than Permitted Liens), including licenses (other than licenses entered into as permitted herein), registered user agreements and

covenants by Debtor not to sue third persons, and (iii) to the best of Debtor's knowledge, with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and no other Person has any rights in or to any of the Trademark Collateral, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person;

(d) No Violation; No Infringement. (i) The execution, delivery and performance by Debtor of this Agreement do not violate any provision of law or the articles of incorporation or bylaws of Debtor, or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which Debtor is a party or by which Debtor may be bound, (ii) no material infringement or unauthorized use presently is being made of any of Trademark Collateral by any Person, and (iii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not infringed, does not and will not infringe upon or violate any right, privilege or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement;

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent, for the benefit of the Lender Group, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained; and

(f) Secrecy. Debtor has taken and will continue to take commercially reasonable steps to protect the secrecy of all trade secrets relating to any of its material unpublished Trademark Collateral.

5. Covenants. Debtor covenants that so long as this Agreement shall be in effect, Debtor shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Financing Agreement and the other Loan Documents to which Debtor is a party;

(b) promptly give Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a Material Adverse Effect on any of the Trademarks listed on Schedule A or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and

take all such action as may be reasonably necessary or advisable or may be reasonably requested by Collateral Agent, in its discretion, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Collateral Agent, in its reasonable discretion, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Collateral Agent, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference of a security interest to any right, title or interest in any existing material Trademark Collateral or Trademark Collateral acquired or developed by Debtor after the execution hereof, or to delete any reference of a security interest to any right, title or interest in any Trademark Collateral in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Collateral Agent, in its sole discretion, to file one or more financing or continuation statements, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Collateral Agent, any amendments thereto in each case, relative to all or any portion of the Trademark Collateral, without the signature of Debtor where permitted by law;

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral, and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all of Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(e) comply with each of the terms and provisions of this Agreement and the Financing Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement or the Financing Agreement without Collateral Agent's prior written consent; and

(f) not permit the inclusion in any contract to which Debtor becomes a party of any provision that could reasonably be expected to impair or prevent the creation of a security interest in favor of Collateral Agent, for the benefit of the Lender Group, in Debtor's rights and interest in any property included within the definition of the Trademark Collateral acquired under such contracts.

6. Future Rights. If and when Debtor shall obtain rights to any new Trademarks, or any reissue, division, continuation, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 12.01 of the Financing Agreement. Debtor shall do all things deemed necessary or advisable by Collateral Agent in its reasonable discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any member of the Lender Group hereunder or in connection herewith, none of Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Lender Group and Collateral Agent on behalf thereof shall have all rights and remedies available to them under the Financing Agreement, the other Loan Documents and under applicable law (which rights and remedies are cumulative) with respect to the security interests in and to any of the Trademark Collateral or any other Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the Code. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary or advisable, in the



name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE; WAIVER OF JURY TRIAL, ETC.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE COLLATERAL AGENT OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, DEBTOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO DEBTOR, C/O THE BORROWER, AT THE BORROWER'S ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 OF THE FINANCING AGREEMENT. THE DEBTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH

ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST DEBTOR IN ANY OTHER JURISDICTION. DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT DEBTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, DEBTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(c) DEBTOR AND COLLATERAL AGENT EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

13. Entire Agreement; Amendment. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Collateral Agent may re-execute this Agreement, modify, amend, restate or supplement the Schedules hereto as provided in Section 6 hereof or execute a supplemental Trademark Security Agreement, as provided herein, and the terms of any such modification, amendment, restatement, supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by reference.

14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Security Interest Absolute. To the maximum extent permitted by law, all rights of Collateral Agent, all security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including any of the Loan Documents, any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the Loan Documents or any other agreement or instrument relating thereto;

(b) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any Loan Document; or

(c) any other circumstances that might otherwise constitute a defense available to, or a discharge of, Debtor.

16. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Trademark Registration, Renewal and Litigation.

(a) Registration. Except to the extent otherwise permitted under the Loan Documents, unless and until Debtor, in its commercially reasonable judgment, decides otherwise, Debtor shall have the duty to do any and all acts which are reasonably necessary or desirable to preserve, renew and maintain all rights in material Trademarks. Any expenses incurred in connection therewith shall be borne solely by Debtor. Except as otherwise permitted in the Loan Documents or this Section 18, Debtor shall not do, unless and until Debtor, in its commercially reasonable judgment, decides otherwise, any act or omit to do any act whereby any of the material Trademark Collateral may become abandoned or fall into the public domain or fail to renew any Trademarks owned by Debtor without the prior written consent of Collateral Agent.

(b) Protection. Except as provided in Section 9, Debtor shall have the right and obligation to commence and diligently prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement or other damage as are in its reasonable business judgment necessary to protect the Trademark Collateral or any of Debtor's rights therein. Debtor shall provide to Collateral Agent any information with respect thereto requested by Collateral Agent. Collateral Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding or action including joining as a nominal party if Collateral Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Debtor shall provide, at its expense, representation reasonably acceptable to Collateral Agent for the common interest of Debtor and Collateral Agent with respect to such proceedings where the parties are so joined at the request of Debtor.

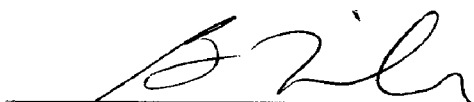
(c) Notice. Debtor shall, promptly upon its becoming aware thereof, notify Collateral Agent in writing of the institution of, or any adverse determination in, any proceeding, application, suit or action of any kind described in Section 18(a) or 18(b), or regarding Debtor's claim of ownership in any of the Trademarks, its right to register the same, or its right to keep and maintain such registration, whether before the PTO or any United States court or governmental agency. Debtor shall provide promptly to Collateral Agent any information with respect thereto requested from time to time by Collateral Agent.

19. Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Secured Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Debtor, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event Debtor agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

[Signature page follows]

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

**BLUELIX CORPORATION,**  
a Georgia corporation

By:   
Name: Barbara V. Tinsley  
Title: Secretary and General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 002965 FRAME: 0288**

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
a Bermuda limited partnership, as Collateral Agent

By: RT Wagner  
Name: ROBERT WAGNER  
Title: Authorized Signatory

SCHEDULE A

to the Trademark Security Agreement  
Trademarks of Debtor

1. Trademarks:

UNITED STATES AND FOREIGN TRADEMARKS									
Mark Name	Dckt. No.	Country	Status	Goods & Services	App. No	App. Date	Reg. No	Reg. Date	Renewal Date
ACCUCHOICE	5870	USA	REGISTERED	PNEUMATICALLY DRIVEN COLLATED FASTENERS NAMELY NAILS, STAPLE	74/121,448	12/7/1990	1,731,998	11/10/1992	11/10/2012
ACCUCHOICE	7009	USA	REGISTERED	AIR COMPRESSORS	74/659,632	4/14/1995	1,994,900	8/20/1996	8/20/2006
ACCUCHOICE	6407	Canada	REGISTERED	METAL PNEUMATICALLY DRIVEN COLLATED FASTENERS; NAMELY NAILS,	709,167	7/17/1992	440,049	3/3/1995	3/3/2010
BUILDER CONNECTION	8397	USA	FILED	AN INTERNET BASED PROGRAM WHICH ALLOWS VENDORS TO PURCHASE B	78/107,973	2/11/2002			
CASTLE RIDGE	4455	USA	REGISTERED	VINYL SIDING	73/828,230	9/28/1989	1,594,257	5/1/1990	5/1/2010
CEDAR LANE & DESIGN	6565	USA	REGISTERED	VINYL SIDING	74/376,925	4/8/1993	1,854,196	9/13/1994	9/13/2004
CHATHAM RIDGE	5866	USA	REGISTERED	VINYL SIDING	74/114,696	11/13/1990	1,693,018	6/9/1992	6/9/2012
DEALER SERVICES AT YOUR FINGERTIPS	8255	USA	FILED	ON-LINE CATALOG SERVICES FEATURING BUILDING PRODUCTS ORDERS	76/312,643	9/12/2001			
DECK-LOCK	4179	USA	REGISTERED	METAL NAILS AND SCREWS	73/701,163	12/15/1987	1,496,547	7/19/1988	7/19/2008
DETAILS	6669	USA	REGISTERED	INTERIRO AND EXTERIRO HOME ACCESSORIES NAMELY MOUNTING BLOCK	74/572,948	9/13/1994	2,246,288	5/18/1999	5/18/2009

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**UNITED STATES AND FOREIGN TRADEMARKS**

<u>Mark Name</u>	<u>Dckt. No.</u>	<u>Country</u>	<u>Status</u>	<u>Goods &amp; Services</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
FOREST RIDGE	4523	USA	REGISTERED	VINYL SIDING	73/828,158	9/28/1989	1,592,036	4/17/1990	4/17/2010
GRAND PASSAGE	4464	USA	REGISTERED	DOORS (IN CLASS 19, FIRST USE ON 07/07/88; IN CLASS 6, FIRS	73/781,385	2/17/1989	1,560,482	10/17/1989	10/17/2009
GRAND PASSAGE & DESIGN	4694	USA	REGISTERED	METALLIC DOORS (FIRST USE: 4-26-1988)	73/781,426	2/17/1989	1,560,483	10/17/1989	10/17/2009
GYP-GRIP	3754	USA	REGISTERED	SCREWS	73/550,574	7/29/1985	1,383,021	2/18/1986	2/18/2006
HERITAGE HILL	8537	USA	UNREGISTE RED	VINYL SIDING					
NATURAL TRADITIONS	8663	USA	DOCKETED	VINYL SIDING					
NEW WORLD SCALLOPS	8094	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
OAKSIDE	8662	USA	DOCKETED	VINYL SIDING					
PARKRIDGE	8664	USA	DOCKETED	VINYL SIDING					
PARKSIDE	6842	USA	REGISTERED	VINYL SIDING	74/565,612	8/25/1994	1,991,923	8/6/1996	8/6/2006
PROLINE	7693	USA	REGISTERED	ROOFING SHINGLES	75/512,732	7/2/1998	2,632,076	10/8/2002	10/8/2012
PRO-TITE	8540	USA	FILED	NAILS, SCREWS, AND FASTENERS	78/200,553	1/7/2003			
RANCHGUARD	1818	USA	REGISTERED	METAL FENCING, METAL COMPONENTS THEREFOR, AND BARBED WIRE	73/266,099	6/12/1980	1,175,799	11/3/1981	11/3/2011
RANCHGUARD	3350	USA	REGISTERED	METAL ROOFING AND SIDING FOR USE ON RANCH AND FARM BUILDING	73/416,226	3/7/1983	1,275,782	5/1/1984	5/1/2004
R-GUARD	2389	USA	REGISTERED	WALLBOARD USED FOR SHEATHING, INSULATION, FILLER BOARD, BAC					
ROUGH SAWN CEDAR	8095	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING	73/162,276	3/15/1978	1,101,497	9/5/1978	9/5/2008
SAVANNAH	8002	USA	REGISTERED	ROOFING SHINGLES	75/827,689	10/20/1999	2,494,956	10/2/2001	10/2/2011

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**UNITED STATES AND FOREIGN TRADEMARKS**

<u>Mark Name</u>	<u>Dekt. No.</u>	<u>Country</u>	<u>Status</u>	<u>Goods &amp; Services</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
SHADOW RIDGE	4144	USA	REGISTERED	VINYL PRODUCTS - NAMELY, SIDING	73/656,177	4/20/1987	1,469,802	12/22/1987	12/22/2007
SOMERSET SOUTHERN ELEGANCE	6612	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
SOUTHERN ELEGANCE and Design	8300	USA	REGISTERED	HARDWOOD FLOORING	76/227,561	3/20/2001	2,772,176	10/7/2003	10/7/2013
TOUGH FLASH	8506	USA	DOCKETED	HARDWOOD FLOORING					
	8096	USA	FILED	EAVES FLASHING	76/096,898	7/26/2000			
TUF-SHIELD	4235	USA	REGISTERED	CORREGATED VINYL BUILDING SHEETS	73/810,797	7/5/1989	1,593,045	4/24/1990	4/24/2010
VISIONPRO	6951	USA	REGISTERED	VINYL SIDING	74/702,282	7/17/1995	1,984,120	7/2/1996	7/2/2006
WE HELP YOU BUILD YOUR BUSINESS	7004	USA	REGISTERED	WHOLESALE DISTRIBUTORSHIPS FEATURING BUILDING PRODUCTS	75/087,383	4/12/1996	2,045,922	3/18/1997	3/18/2007
WYNDHAM LANE	7544	USA	REGISTERED	VINYL SIDING	75/301,533	6/2/1997	2,283,742	10/5/1999	10/5/2009

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2. Intent to Use Applications:

<u>Mark Name</u>	<u>Serial Number</u>
BLUELINX	76586025
BLUELINX CORPORATION	76586027
BLUELINX BUILDING PRODUCTS	76586028
BLUELINX DISTRIBUTION	76586026
BLUELINX SALES AND DISTRIBUTION	76586074
BLUELINX LOGISTICS	76586072
BLUELINX BUILDING SOLUTIONS	76586029
BLUELINX BUILDING MATERIALS	76586073

3. Licensed Trademarks:

- Pursuant to the Asset Purchase Agreement, dated March 12, 2004, between BlueLinx Corporation (f/k/a ABP Distribution Inc.) and Georgia-Pacific Corporation (the "Asset Purchase Agreement"), the Debtor has the right to use Georgia Pacific trademarks in connection with Private Label Agreements, set forth as Exhibit F to the Asset Purchase Agreement.

- Pursuant to Section 5.17 of the Asset Purchase Agreement, the Debtor has a license to use Georgia Pacific trademarks for one hundred eighty (180) days following the closing.

4. Domain Name Registrations:

R-GUARD.BIZ  
R-GUARD.US

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