

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Building Materials Holding Corporation		06/01/2015	CORPORATION: DELAWARE
BMC West Corporation		06/01/2015	CORPORATION: DELAWARE
Selectbuild Construction, Inc.		06/01/2015	CORPORATION: DELAWARE
Selectbuild Southern California, Inc.		06/01/2015	CORPORATION: DELAWARE
VNS Corporation		06/01/2015	CORPORATION: GEORGIA
ProCon Construction Services, LLC		06/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
TrussMart Building Components, LLC		06/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Well Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4174911	PROFESSIONAL PROCON CONSTRUCTION SERVICE	
Registration Number:	4174909	PROCON CONSTRUCTION SERVICES, LLC	
Registration Number:	3353740	BESTLINE SASH & DOOR	
Registration Number:	3353739	BESTLINE SASH & DOOR	
Registration Number:	3185557	WHOLESALE BUILDING PRODUCTS WBP	
Registration Number:	3366624	BESTLINE SASH & DOOR	
Registration Number:	1881661	CHOO-CHOO BUILD-IT MART	
Registration Number:	1879359	CHOO-CHOO BUILD-IT MART	
Registration Number:	3464140	TRUSSMART BUILDING COMPONENTS	

OP \$240.00 4174911

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156198
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	06/02/2015

Total Attachments: 7

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2015 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among New Grantors (as defined below), the Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, formerly known as Wells Fargo Foothill, LLC, in its capacity as the agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Amended and Restated Security Agreement, dated as of September 20, 2013, by and among the Grantors and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantors and Agent are parties to (a) the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on January 5, 2010 at Reel 004124, Frame 0945, (b) that certain IP Supplement, dated as of January 6, 2010 (the "IP Supplement"), as recorded with the United States Patent and Trademark Office on February 12, 2010 at Reel 004149, Frame 0234, and (c) that certain Amendment to Trademark Security Agreement, dated as of September 20, 2013 (the "2013 Amendment"), as recorded with the United States Patent and Trademark Office on September 20, 2013 at Reel 005115, Frame 0292.

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining each of (a) VNS Corporation, a Georgia corporation ("VNS"), (b) ProCon Construction Services, LLC, a Georgia limited liability company ("ProCon"), and (c) TrussMart Building Components, LLC, a Georgia limited liability company ("TrussMart"; each of VNS, ProCon, and TrussMart, each individually a "New Grantor" and collectively, the "New Grantors") and by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Schedule I hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) Each New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. Each New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include each New Grantor.

(b) In furtherance of the foregoing, each New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing second priority security interest in all of such New Grantor's right, title and interest in, to and under the Additional Trademark Collateral (as defined below).

2. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and

become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (as supplemented by the IP Supplement and the 2013 Amendment) and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of second priority security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement (as supplemented by the IP Supplement and the 2013 Amendment) prior to the effectiveness of this Amendment; and (b) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

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

5. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

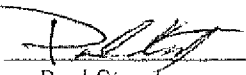
6. This Amendment is a Loan Document.

[signature pages follow]

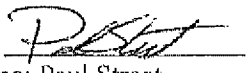
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTORS:

VNS CORPORATION, a Georgia corporation

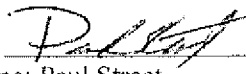
By: 
Name: Paul Street
Title: Chief Administrative Officer and Secretary

PROCON CONSTRUCTION SERVICES, LLC, a
Georgia limited liability company

By: 
Name: Paul Street
Title: Assistant Secretary


TRUSSMART BUILDING COMPONENTS, LLC, a
Georgia limited liability company

By: VNS Corporation, its managing member

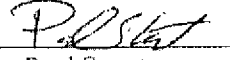
By: 
Name: Paul Street
Title: Chief Administrative Officer and Secretary

GRANTORS:


BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation

By: 
Name: Paul Street
Title: Chief Administrative Officer

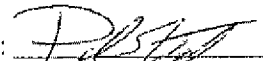
BMC WEST CORPORATION, a Delaware corporation

By: 
Name: Paul Street
Title: Chief Executive Officer

SELECTBUILD CONSTRUCTION, INC., a Delaware corporation

By: 
Name: Paul Street
Title: Chief Executive Officer

SELECTBUILD SOUTHERN CALIFORNIA, INC., a Delaware corporation

By: 
Name: Paul Street
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

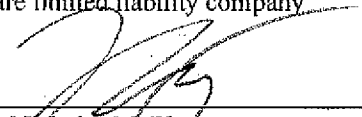
TRADEMARK
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Accepted and Acknowledged by:

AGENT:

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

By: _____


Nicholas M. Ply
Vice President

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005538 FRAME: 0886

SCHEDULE I
to
AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
	85472870	4174911	15-Nov-11	17-Jul-12	ProCon Construction Services, LLC LIMITED LIABILITY COMPANY GEORGIA P. O. Box 2340 Vidalia GEORGIA 30475
PROCON CONSTRUCTION SERVICES, LLC	85472826	4174909	15-Nov-11	17-Jul-12	ProCon Construction Services, LLC LIMITED LIABILITY COMPANY GEORGIA P. O. Box 2340 Vidalia GEORGIA 30475
	78752521	3353740	11-Nov-05	11-Dec-07	VNS Corporation GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475
BESTLINE SASH & DOOR	78752509	3353739	11-Nov-05	11-Dec-07	VNS Corporation GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475
	78509530	3185557	1-Nov-04	12/19/2006	VNS Corporation GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475

MARK	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
	78509410	3366624	1-Nov-04	8-Jan-08	VNS Corporation CORPORATION GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475
	74405252	1881661	21-Jun-93	28-Feb-95	VNS Corporation CORPORATION GEORGIA P.O. Box 1659 Vidalia GEORGIA 304741659 (name change from Vidalia Naval Stores 2001)
CHOO-CHOO BUILD-IT MART	74405251	1879359	21-Jun-93	14-Feb-95	VNS Corporation CORPORATION GEORGIA P.O. Box 1659 Vidalia GEORGIA 304741659 (name change from Vidalia Naval Stores 2001)
	78752529	3464140	11-Nov-05	8-Jul-08	Trussmart Building Components, LLC, LIMITED LIABILITY COMPANY GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475 (name change from VNS Building Components LLC 2013)

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