

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DESERT LUMBER - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
KENTUCKY INDIANA LUMBER - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
US LBM HOLDINGS, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
WISCONSIN BUILDING SUPPLY - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4559348	CARPENTRYTIME	
Registration Number:	3760637	TRIMIT	
Registration Number:	3579804	FRAMEIT	
Registration Number:	3591861	MILLWORKTIME	
Registration Number:	3331347	LUMBERTIME	
Registration Number:	3155087	TRUSSTIME	
Serial Number:	86178024	FASTENER PROS	
Registration Number:	3371430	K-I	
Registration Number:	4731458	THE TRUSTED RESOURCE FOR BUILDING YOUR B	
Registration Number:	4437739	YOUR BUILDING RESOURCE	
Registration Number:	3905918	WISCONSIN BUILDING SUPPLY	
Registration Number:	3905919	WISCONSIN BUILDING SUPPLY	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00187
--------------------------------	-------------

NAME OF SUBMITTER:	Christine Dionne
---------------------------	------------------

SIGNATURE:	/Christine Dionne/
-------------------	--------------------

DATE SIGNED:	08/20/2015
---------------------	------------

Total Attachments: 6

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page1.tif

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page2.tif

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page3.tif

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page4.tif

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page5.tif

source=LBM - ABL Trademark Notice (Executed)(116462393_1)#page6.tif

ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of August 20, 2015, made by BEP/LYMAN, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, DESERT LUMBER – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, KENTUCKY INDIANA LUMBER - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, US LBM HOLDINGS, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303 and WISCONSIN BUILDING SUPPLY – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303 (together, the "Grantors", and each, a "Grantor"), in favor of ROYAL BANK OF CANADA ("RBC"), having a principal place of business at 20 King Street West, 4th Floor, Toronto, Ontario, M5H 1C4, as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the ABL Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the ABL Credit Agreement) (RBC in such capacities, the "Collateral Agent"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the ABL Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among LBM Borrower, LLC, a Delaware limited liability company (the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, collectively the "Borrowers" and each individually a "Borrower"), LBM Midco, LLC, a Delaware limited liability company ("Holding"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantors, the Parent Borrower and Holding have executed and delivered a ABL Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the ABL Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial

accommodations to the Borrowers pursuant to the ABL Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the ABL Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Guarantee and Collateral Agreement. The ABL Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the ABL Credit Agreement and the ABL Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the ABL Guarantee and Collateral Agreement, the provisions of the ABL Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BEP/LYMAN, LLC
DESERT LUMBER – US LBM, LLC
KENTUCKY INDIANA LUMBER - US
LBM, LLC
US LBM HOLDINGS, LLC
WISCONSIN BUILDING SUPPLY-US
LBM, LLC

By:

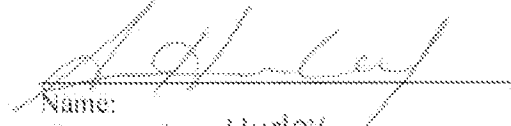


Name: Brian Hein

Title: Authorized Representative

ROYAL BANK OF CANADA
as Collateral Agent

By:

A handwritten signature in cursive script, appearing to read "Ann Hurley", is written over a horizontal dotted line.

Name:


Title: Ann Hurley
Manager, Agency


[Signature Page to ABL, Trademark Notice]

TRADEMARK
REEL: 005603 FRAME: 0488

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
CARPENTRYTIME	USPTO Registered	App 23-OCT-2013 App 86099520 Reg 01-JUL-2014 Reg 4559348	BEP/LYMAN, LLC
TRIMIT	USPTO Registered	App 24-JUL-2009 App 77788857 Reg 16-MAR-2010 Reg 3760637	BEP/LYMAN, LLC
FRAMEIT	USPTO Registered	App 14-JUL-2008 App 77521427 Reg 24-FEB-2009 Reg 3579804	BEP/LYMAN, LLC
MILLWORKTIME	USPTO Registered	App 26-FEB-2007 App 77116099 Reg 17-MAR-2009 Reg 3591861	BEP/LYMAN, LLC
LUMBERTIME	USPTO Registered	App 08-AUG-2005 App 78687483 Reg 06-NOV-2007 Reg 3331347	BEP/LYMAN, LLC
TRUSSTIME	USPTO Registered	App 17-JAN-2005 App 78548505 Reg 10-OCT-2006 Reg 3155087	BEP/LYMAN, LLC
FASTENER PROS 	USPTO Pending	App 28-JAN-2014 App 86178024	DESERT LUMBER - US LBM, LLC
K-I	USPTO Registered	App 19-OCT-2006 App 77024640 Reg 22-JAN-2008 Reg 3371430	KENTUCKY INDIANA LUMBER - US LBM, LLC

THE TRUSTED RESOURCE FOR BUILDING YOUR BUSINESS	USPTO Registered	App 23-SEP-2014 App 86403508 Reg 05-MAY-2015 Reg 4731458	US LBM HOLDINGS, LLC
YOUR BUILDING RESOURCE	USPTO Registered Supplemental Register	App 11-MAR-2013 App 85872217 Reg 19-NOV-2013 Reg 4437739	US LBM HOLDINGS, LLC
WISCONSIN BUILDING SUPPLY	USPTO Registered Supplemental Register	App 11-DEC-2009 App 77891947 Reg 11-JAN-2011 Reg 3905918	WISCONSIN BUILDING SUPPLY-US LBM, LLC
WISCONSIN BUILDING SUPPLY 	USPTO Registered Supplemental Register	App 11-DEC-2009 App 77891960 Reg 11-JAN-2011 Reg 3905919	WISCONSIN BUILDING SUPPLY-US LBM, LLC

500381370v2