

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373116

|   |   |   |                       |
|---|---|---|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                            |   |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Amendment to Trademark Security Agreement |   |                       |
| <b>CONVEYING PARTY DATA</b>   |   |   |                       |
| <b>Name</b>   | <b>Formerly</b>                           | <b>Execution Date</b>                   | <b>Entity Type</b>    |
| BMC Stock Holdings, Inc.  |   | 01/16/2016                              | CORPORATION: DELAWARE |
| BMC West Corporation  |   | 01/16/2016                              | CORPORATION: DELAWARE |
| Selectbuild Construction, Inc.  |   | 01/16/2016                              | CORPORATION: DELAWARE |
| Selectbuild Southern California, Inc.   |   | 01/16/2016                              | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |   |                       |
| <b>Name:</b>  | Wells Fargo Capital Finance, LLC          |   |                       |
| <b>Street Address:</b>  | 2450 Colorado Avenue                      |   |                       |
| <b>Internal Address:</b>  | Suite 3000W                               |   |                       |
| <b>City:</b>  | Santa Monica                              |   |                       |
| <b>State/Country:</b>   | CALIFORNIA                                |   |                       |
| <b>Postal Code:</b>   | 90404                                     |   |                       |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE       |   |                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |   |   |                       |
| <b>Property Type</b>  | <b>Number</b>                             | <b>Word Mark</b>                        |                       |
| <b>Registration Number:</b>   | 4457606                                   | BMC                                     |                       |
| <b>Registration Number:</b>   | 4765371                                   | READY-FRAME PRECISION PACKAGES BY BMC   |                       |
| <b>Registration Number:</b>   | 4109852                                   | BMC BUILDING MATERIALS AND CONSTRUCTION |                       |
| <b>Registration Number:</b>   | 4820704                                   | BMC DESIGN                              |                       |
| <b>Registration Number:</b>   | 3599000                                   |   |                       |
| <b>Registration Number:</b>   | 4596892                                   | READY-FRAME                             |                       |
| <b>Registration Number:</b>   | 4616659                                   | READY-FRAME                             |                       |
| <b>Registration Number:</b>   | 4608992                                   | READY-FRAME PRECISION PACKAGES BY BMC   |                       |
| <b>Registration Number:</b>   | 4843835                                   | SMART BUNDLED                           |                       |
| <b>CORRESPONDENCE DATA</b>  |   |   |                       |
| <b>Fax Number:</b>  | 8004945225                                |   |                       |
| <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> |   |   |                       |
| <b>Phone:</b>   | 202-370-4750                              |   |                       |
| <b>Email:</b>   | ipteam@nationalcorp.com                   |   |                       |
| <b>TRADEMARK</b>  |   |   |                       |

OP \$240.00 4457606

**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:** F161190

**NAME OF SUBMITTER:** Teresa L. McNally

**SIGNATURE:** /Teresa L. McNally/

**DATE SIGNED:** 02/12/2016

**Total Attachments: 6**

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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of January 16, 2016 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 4, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among 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 ("WFCF") (formerly known as Wells Fargo Foothill, LLC), in its capacity as the administrative agent for the Lender Group and the Bank Product Providers (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, that certain Second Amended and Restated Senior Secured Credit Agreement, dated as of December 1, 2015, by and among (i) BMC Stock Holdings, Inc. ("BMC Stock"), a Delaware corporation (as successor-by-merger to Building Materials Holding Corporation, a Delaware corporation), as parent and as a "Guarantor" (such merged entity, "Parent"), (ii) the Subsidiaries of Parent identified on the signature pages thereof as "Borrowers", (iii) the Subsidiaries of Parent identified on the signature pages thereof as "Guarantors", (iv) the lenders from time to time party thereto, (v) Agent, (vi) WFCF and Goldman Sachs Bank USA ("Goldman"), as joint lead arrangers, and (vii) WFCF and Goldman, as joint book runners (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement").

**WHEREAS**, Grantors and Agent are parties to that certain Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on January 5, 2010 at Reel 004124, Frame 0945, as amended by that certain IP Supplement, as recorded with the United States Patent and Trademark Office on February 12, 2010 at Reel 004149, Frame 0234, that certain Amendment to Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on September 20, 2013 at Reel 005115, Frame 0292, that certain Amendment to Trademark Security Agreement, dated as of June 1, 2015, and that certain Amendment to Trademark Security Agreement dated as of December 1, 2015; and

**WHEREAS**, Grantors and Agent wish to amend the Trademark Security Agreement by joining BMC Stock ("New Grantor"), 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. New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, 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. 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 New Grantor.

2. In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the Trademarks identified on Schedule 1 hereto.

3. Each Grantor hereby: (a) reaffirms all prior grants of 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 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 (AS DEFINED IN THE SECOND AMENDED AND RESTATED CREDIT 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.

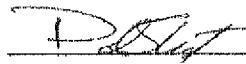
6. This Amendment is a Loan Document.

[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 GRANTOR:

BMC STOCK HOLDINGS, INC.


By:   
Name: Paul Storer  
Title: General Counsel

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK  
REEL: 005731 FRAME: 0163

**EXISTING GRANTORS:**


**BMC WEST CORPORATION**, a Delaware corporation

By:   
Name: Paul Street  
Title: General Counsel

**SELECTBUILD CONSTRUCTION, INC.**, a Delaware corporation

By:   
Name: Paul Street  
Title: General Counsel

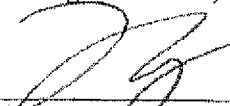
**SELECTBUILD SOUTHERN CALIFORNIA, INC.**, a Delaware corporation

By:   
Name: Paul Street  
Title: General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a national banking association, as Agent

By:

  
\_\_\_\_\_  
Nicholas M. Pfy  
Vice President

[SIGNATURE PAGE TO AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 005731 FRAME: 0165

**Schedule 1**

| <b>Mark</b>   | <b>Filing Date</b> | <b>Registration #</b>  | <b>Owner</b>             |
|---|--------------------|--|--------------------------|
| BMC (stand alone)                                       | 12/29/2012         | 4,457,606  | BMC Stock Holdings, Inc. |
| READY-FRAME PRECISION PACKAGES BY BMC                   | 02/08/2014         | 4,765,371  | BMC Stock Holdings, Inc. |
| BMC Building Materials and Construction Services        | 11/19/2010         | 4,109,852  | BMC Stock Holdings, Inc. |
| BMC DESIGN  | 07/15/2014         | 4,820,704  | BMC Stock Holdings, Inc. |
| PLUMB BOB Service Mark                                  | 03/31/2009         | 3,599,000  | BMC Stock Holdings, Inc. |
| READY-FRAME (word mark & design mark)                   | 02/01/2014         | 4,596,892 (Mark)<br>Class 37<br>4,616,659 (Mark)<br>Class 19 | BMC Stock Holdings, Inc. |
| READY-FRAME PRECISION PACKAGES BY BMC                   | 02/01/2014         | 4,608,992 (Design Mark) Class 37                             | BMC Stock Holdings, Inc. |
| READY-FRAME PRECISION PACKAGES BY BMC (Stylized/Design) | 02/08/2014         | 43636-0001   | BMC Stock Holdings, Inc. |
| Smart Bundled   | 07/15/2014         | 4,843,835  | BMC Stock Holdings, Inc. |

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