

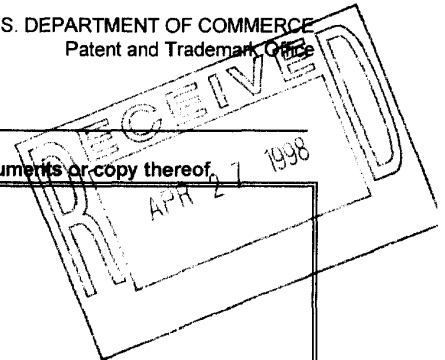
05-12-1998

RESUBMISSION
MID 4.27.98



100706403

original documents or copy thereof



To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

General Electric Corporation

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

Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: September 18, 1995

2. Name and address of receiving party(ies):

Name: Dryvit Systems, Inc.

Internal Address:

Street Address:

One Energy Way
City West Warwick
State Rhode Island Zip 02893

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

Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s).

B. Trademark Registration No(s). See Attachment A

Registration Nos.:	1,203,572	1,188,662	1,301,699
	1,454,798	1,430,774	1,445,169
	1,434,414	1,404,058	1,246,381
	1,302,335	1,299,191	1,299,192
	1,299,190	1,119,040	1,016,491
	1,140,795	1,499,135	1,509,745
	1,535,305	1,524,507	1,517,200
	1,545,396	1,548,992	1,555,397
	1,560,350	1,579,029	73768,986
	1,593,041	1,588,886	1,581,541
	1,621,858	1,595,151	1,590,895

Additional numbers attached? Yes No

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

Jeanne Longmuir
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41):

\$575.00

- Enclosed
- Authorized to be charged to deposit account
 - Total Fee Due
 - Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

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

DO NOT USE THIS SPACE

9. Statement and signature

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

Jeanne Longmuir
Name of Person Signing

Signature

4/20/98
Date

Total number of pages comprising transmittal: 1

CERTIFICATE OF MAILING STAMP ON REVERSE SIDE

TRADEMARK
REEL: 1724 FRAME: 0076

05/07/1998 DCDATES 00000162 030172 1454798
01 FC:481 40.00 CR
02 FC:482 1000.00 CR

05/07/1998 DCDATES 00000162 030172 1454798
01 FC:481 40.00 CH
02 FC:482 1000.00 CH



MRD
11.19.95

40-481
1005 1002
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

R

~~12-01-1995~~



100100064

To the Honorable Commissioner of Patents and Trademarks
documentary copy thereof.

Please record the attached original

1. Name of conveying party(ies)
GENERAL ELECTRIC CAPITAL CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other
Additional name(s) of conveying part(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
Execution Date: September 18, 1995

2. Name and address of receiving party(ies)
Name: DRYVIT SYSTEMS, INC.

Internal Address:

Street Address: One Energy Way
City: West Warwick State: RI Zip:02893

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State of Rhode Island
 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 patent number(s):

A. Trademark Application No. (s)
SEE ATTACHED SHEET (Page 2)

Additional numbers attached? Yes No

B. Trademark Registration No. (s)
SEE ATTACHED SHEET (Page 1)

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

Name: Jeanne E. Longmuir
Internal Address: Calfee, Halter & Griswold

Street Address: 800 Superior Avenue #1400
City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 3.41) \$1,065.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

160 WC 11/21/95 1203572
160 WC 11/20/95 203572
Jeanne E. Longmuir
Name of Person Signing Signature

0 481 40.00 DK
0 482 02500 DK 1995
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 1724 FRAME: 0077

**ASSIGNMENT AND RELEASE OF INTEREST IN
TRADEMARKS AS SECURITY INTEREST**

AGREEMENT made as of this 18th day of September, 1995, by and between
GENERAL ELECTRIC CAPITAL CORPORATION (the "Lender"), and **DRYVIT
SYSTEMS, INC.**, a Rhode Island corporation (the "Assignor").

W I T N E S S E T H :

WHEREAS, pursuant to a Grant of Security Interest (Trademarks, Trademark Registrations, Trademark Applications, and Trademark Licenses) dated as of March 1, 1990 (the "Assignment"), between Lender and Assignor, Assignor assigned to Lender a mortgage lien upon and security interest in certain trademarks, including, without limitation, those listed on the attached Exhibit A (the "Trademarks") as security for the obligations set forth in the Assignment; and

WHEREAS, Assignor has satisfied said obligations and Lender has agreed to release its security interest in the Trademarks and reassign all right, title and interest on and to the Trademarks to Assignor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Assignor hereby agree as follows:

1. Lender hereby assigns and transfers to Assignor, without recourse, its entire right, title and interest in and to the Trademarks and the other collateral described in the Assignment.
2. Lender hereby releases its mortgage and security interest in the Trademarks and in the other collateral described in the Assignment, and agrees to deliver any and all UCC-3 Termination Statements, together

with any and all other release documents which may be necessary to effect this Agreement.

3. Assignor and Lender hereby acknowledge and agree that the Assignment is terminated as of the date of this Agreement.
4. The date of this Agreement first set forth above is for identification purposes only and is the date this Agreement is deemed to have been delivered by the Lender to the Assignor. This Agreement was executed by the parties on the date set forth in the acknowledgments below.

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Title: Duly Authorized Signatory

DRYVIT SYSTEMS, INC.

By: [Signature]
Title: President

STATE OF Connecticut
COUNTY OF Fairfield

On the 18th day of September, 1995 before me personally appeared the above-named Marshall Dudley of General Electric Capital Corporation, to me known and known by me to be the duly authorized signatory of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires:

LORI REYNOLDS
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 1999

STATE OF

COUNTY OF

On the 20th day of September, 1995 before me personally appeared the above-named Paul H. Hill of Dryvit Systems, Inc., to me known and known by me to be the President of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Douglas G. Gray
Notary Public
My commission expires: 7/5/96

DOUGLAS G. GRAY, Notary Public

My Commission Expires: _____

EXHIBIT A

TO ASSIGNMENT AND RELEASE OF INTEREST
IN TRADEMARKS AS SECURITY INTEREST

<u>Trademark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
PANZER	1,203,572	8/3/2002
QUARZPUTZ	1,188,662	2/2/2002
PENGUIN DESIGN	1,301,699	10/23/2004
TICINO	1,454,798	9/1/2007
ULTRALATION	1,430,774	3/3/2007
BEND-A-BRICK	1,445,169	6/30/2007
GENESIS	1,436,123	4/14/2007
DEMANDIT	1,434,414	3/31/2007
EXSULATION	1,404,058	8/5/2006
FREESTYLE	1,246,381	7/26/2003
SANDBLAST	1,246,382	7/26/2003
REVVIT	1,302,335	10/30/2004
INTONES	1,299,191	10/9/2004
BEACHTONE	1,299,192	10/9/2004
GEMTONE	1,301,100	10/23/2004
QUARTZTONE	1,299,190	10/9/2004
THE FINISHER	1,119,040	5/29/99
DRYVIT	1,016,491	7/22/95
HARDCOAT	1,130,874	2/12/2000
OUTSULATION	1,140,795	10/28/2000
ADEPS	1,499,135	8/9/2008
STARTER	1,509,745	10/25/2008
FEDDERLITE	1,514,614 & 1,535,305	11/29/2008 4/18/2009
ULTRAMESH	1,524,507	2/14/2009
WINDLITE	1,517,200	12/20/2008
TECH 21 and design	1,528,728	3/7/2009
STONE MIST	1,545,396	6/27/2009
CADRY	1,548,992	7/25/2009
XTRA-FLEX	1,555,397	9/12/2009
METALITE	1,556,840	9/19/2009
PRYMIT	1,560,350	10/17/2009
DETAIL mesh	1,579,029	1/23/2000

Pending U.S. Trademark Applications

<u>Trademark</u>	<u>Application Number</u>
AVANTI	768986
SPRINT	768987
ROXSULATION	779334
BED-ROK	779339
HI-STD II mesh	779337
INTERMEDIATE mesh	779336
SANDPEBBLE	823564
CAD2	
RY	832055

TRADEMARK LICENSES

Trademark Licenses with respect to which said Assignor is a licensor:

<u>Assignor as Licensor</u>	<u>Licensee</u>	<u>Date of License</u>	<u>Trademark Registration or Serial Number</u>
Dryvit	Hyosung-Dryvit Co., Ltd.	3/11/87	1,016,491
Outsulation	Hyosung-Dryvit Co., Ltd.	3/11/87	1,140,795
Quarzputz	Hyosung-Dryvit Co., Ltd.	3/11/87	1,188,662
Ultralation	Hyosung-Dryvit Co., Ltd.	3/11/87	1,430,774
Penguin Logo	Hyosung-Dryvit Co., Ltd.	3/11/87	1,301,699

ATTACHMENT A

<u>Trademark</u>	<u>Registration No.</u>		
PANZER	1,203,572		
QUARZPUTZ	1,188,662		
PENGUIN DESIGN	1,301,699		
TICINO	1,454,798		
ULTRALATION SYSTEM	1,430,774		
BEND-A-BRICK	1,445,169		
GENESIS	1,436,123		
DEMANDIT	1,434,414		
EXSULATION	1,404,058		
FREESTYLE	1,246,381		
SANDBLAST FINISH	1,246,382		
REVVIT	1,302,335		
INTONES	1,299,191		
BEACHTONE	1,299,192		
GEMTONE	1,301,100		
QUARTZTONE	1,299,190		
THE FINISHER & DESIGN	1,119,040		
DRYVIT & DESIGN	1,016,491		
HARDCOAT (stylized)	1,130,874		
OUTSULATION & DESIGN	1,140,795		
ADEPS	1,499,135		
THE STARTER	1,509,745		
FEDDERLITE	1,514,614		
FEDDERLITE	1,535,305		
ULTRAMESH	1,524,507		
WINDLITE	1,517,200		
TECH 21 & DESIGN	1,528,728		
STONE MIST	1,545,396		
CADRY	1,548,992		
XTRA-FLEX	1,555,397		
METALITE	1,556,840		
PRYMIT	1,560,350		
DETAIL MESH	1,579,029		
AVANTI	73/768,986	--	ABANDONED
SPRINT	1,593,040		
ROXSULATION SYSTEM	1,593,041		
BED-ROK	1,588,886	--	CANCELED
HI STD II MESH	1,581,541	--	CANCELED
INTERMEDIATE MESH	1,590,895		
SANDPEBBLE	1,621,858		
CAD2RY (stylized)	1,595,151		

TRADEMARK LICENSES

Trademark Licenses with respect to which said Assignor is a licensor:

<u>Assignor as Licensor</u>	<u>Licensee</u>	<u>Date of License</u>	<u>Trademark Registration or Serial Number</u>
Dryvit	Hyosung-Dryvit Co., Ltd.	3/11/87	1,016,491
Otsulation	Hyosung-Dryvit Co., Ltd.	3/11/87	1,140,795
Quarzputz	Hyosung-Dryvit Co., Ltd.	3/11/87	1,188,662
Ultralation	Hyosung-Dryvit Co., Ltd.	3/11/87	1,430,774
Penguin Logo	Hyosung-Dryvit Co., Ltd.	3/11/87	1,301,699