# MRD 5/18/gg

## 06-02-1998

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Trademarks Only  To the Honorable Commissioner of Patents and Tradem	arbs.				
Please record the attached original document or copy th					
Name of Party(ies) conveying an interest:	2. Name and Address of Party(ies) receiving an interest:				
Bank of Nova Scotia	Name: Gentek Building Products, Inc.				
600 Peachtree Street N.E.	Internal Address:				
Atlanta, Georgia 30308					
Entity:	Street Address: 29325 Chagrin Boulevard				
o Individual(s) o Association	City: Cleveland				
o General Partnership o Limited Partnership	State: Ohio Zip: 44122-4613				
o Corporation-State	<u> </u>				
o Other	Entity: o Individual o Association				
	o General Partnership o Limited Partnership				
	Corporation - State Delaware				
	o Othero Citizenship				
	o Ciuzensnip				
	If not domiciled in the United States, a domestic representative designation is attached: N/A				
	Yes				
	No				
3. Interest Conveyed:	(The attached document must not be an assignment)				
o Assignment o Change of Name					
o Security Agreement o Merger					
Other Release of Security Agreement					
Execution Date: July 16, 1997  4. Application number(s) or registration number(s).	Additional sheet attached? Yes o No				
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,281,270				
	SEE ATTACHED LIST				
Name and address of party to whom correspondence concerning document should be mailed:	Number of applications and registrations involved:				
Name: James A. Rich					
Internal Address: Calfee, Halter & Griswold					
Street Address: 1400 McDonald Investment Center City: Cleveland					
State: Ohio Zip: 44114					
	7. Total fee (37 CFR 3.41): \$ 40.00				
	Enclosed				
	Authorized to be charged to deposit account Total fee due				
	Deposit account number (Attach duplicate copy of this form if paying by deposit account):				
	03-0172				
DO NOT USE THIS SPACE					
9. Statement and signature					
To the best of my knowledge and belief, the foregoing informs original document.	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.				
James A Righ	[]\\ (\./\ce				
James A. Rich Name of Person Signing Date					
	Total number of pages comprising transmittal 7				
CERTIFICATE OF MAILING ON REVERSE SIDE					

### Schedule A

### Registered Trademarks

Country	<u>Trademark</u>	Reg. No.	Reg. Date
USA	PRIME RIB	831,702	07/11/67
USA	DRIFTWOOD	1,049,373	10/05/76
USA	SHINGL-WOOD & Design	1,084,497	02/07/78
USA	ULTRA-RIB	1,091,255	05/16/78
USA	GRANDRIB	1,091,256	05/16/78
USA	DOUBLERIB	1,091,257	05/16/78
USA	FABRIB	1,091,258	05/16/78
USA	HEFTI-RIB	1,092,112	05/30/78
USA	LIFE STEEL	1,094,229	06/27/78
USA	LIFE STEEL & Design	1,098,162	08/01/78
USA	VIN-AL-WOOD	1,109,128	12/19/78
USA	FABRAL and Design	1,187,354	01/26/82
USA	STRONGRIB	1,223,917	01/18/83
USA	MIGHTI-RIB	1,239,948	05/31/83
USA	SIGNATURE	1,281,278	06/12/84
USA	DECOR-RIB	1,206,930	09/07/82
USA	DRIFTWOOD	1,231,131	03/15/83
USA	DECOR-SEAM	1,343,793	06/25/85
USA	DECOR-SHADOW	1,343,794	06/25/85
USA	DECOR-SMOOTH	1,352,412	08/06/85
USA	SUP-R-BATTEN	1,352,415	08/06/85
USA	SUP-R-SEAM	1,389,680	04/15/86
USA	SLIM SEAM	1,534,962	04/18/89
USA	TRIUMPH	1,925,476	10/10/95
USA	APPLAUSE	1,925,477	10/10/95
USA	SIGNATURE SUPREME	1,942,268	12/19/95
USA	STAND 'N SEAM	1,951,586	01/23/96

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TRADEMARK REEL: 1733 FRAME: 0562

Country	<u>Trademark</u>	Reg. No.	Reg. Date
USA	SUPER ALURITE	1,953,442	01/30/96
USA	GRANDBEAM THE NEXT GENERATION	1,953,443	01/30/96
USA	GRANDBEAM	1,955,087	02/06/96
USA	AARDVARK	1,956,834	02/13/96
USA	CONCORD SERIES	1,958,401	02/27/96
USA	PRIME RIB	831,702	07/11/67
USA	CEDARWOOD	1,309,643	12/1/84
USA	GRANDRIB 3	1,383,984	02/25/86
USA	CEDARWOOD	1,403,757	08/05/86
USA	ADVANTAGE	1,503,931	09/13/88
USA	ADVANTAGE	1,593,047	04/24/90
USA	SIGNATURE	1,595,399	05/08/90
USA	SIGNATURE and Design	1,595,400	05/08/90
USA	ASPEN & Design	1,644,942	05/21/91
USA	SEQUOIA and Design	1,644,943	05/21/91
USA	WILLOW and Design	1,647,867	06/18/91
USA	VERT-A-STEEL and Design	1,647,868	06/18/91
USA	SNAP RIB	1,655,989	09/10/91
USA	STEELSLIDE	1,685,992	05/12/92
USA	ADJUST-A-FRAME	1,687,544	05/19/92
USA	DRIFTWOOD	1,710,688	08/25/92
USA	ADVANTAGE RT	1,734,849	11/24/92
USA	SIGNATURE	1,788,166	08/17/93
USA	COT-R-CAP	1,166,937	09/01/81
USA	DECOR-FLUSH	1,352,414	08/06/85
USFL	VALUELINE	T93000001416	11/22/93

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### TRADEMARK RELEASE

THIS RELEASE granted on this 16th day of July 1997, by THE BANK OF NOVA SCOTIA ("Scotiabank") as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties, pursuant to a Credit Agreement dated December 19, 1994, as follows:

### WITNESSETH

WHEREAS, GENTEK BUILDING PRODUCTS, INC., a Delaware corporation, (the "Grantor"), and the Agent have entered into a United States Security Agreement, dated April 29, 1996, pursuant to which Gentek Building Products, Inc., a Delaware corporation, granted to the Agent a security interest in all rights, title and interest in and to the United States trademarks and trademark applications set forth on Schedule A hereto, (the "Trademarks"), said granting of said security interest having been evidenced by the Security Interest Agreement executed by Gentek Building Products, Inc., a Delaware corporation with offices at 29325 Chagrin Boulevard, Cleveland, Ohio 44122; and

WHEREAS, the Agent wishes to (i) terminate the Security Agreement against the Trademarks identified in <u>Schedule A</u> hereto attached, recorded with the United States Patent and Trademark Office (ii) release its security interest covering the Trademarks and (iii) restore all rights, title and interest in and to the Trademarks, to Gentek Building Products, Inc., a Delaware corporation and (iv) to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby releases its security interest in the Trademarks and discharges, quit claims and relinquishes unto Gentek Building Products, Inc. (in each case, without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks, and more particularly hereby releases the security interest granted to Agent in the Trademarks, of which was duly recorded at Reel 1489, Frame 0933, in the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed on the date first written above.

Dated:  $16^{t4}$  day of July 1997

THE BANK OF NOVA SCOTIA 44 King Street West Toronto, Ontario M5H 1H1 CANADA

as Agent

Name: David Maddocks Title: Manager

### CALFEE, HALTER & GRISWOLD LLP

### ATTORNEYS AT LAW

1400 McDonald Investment Center 800 Superior Avenue Cleveland, Ohio 44114-2688 216/622-8200 Fax 216/241-0816

> Direct Dial No. (216) 622-8503 May 15, 1998

I hereby certify that this document is being deposited with the U.S. Postal Service as first class mail, with sufficient postage in an envelope addressed to Assistant Commissioner of Patents

Box Assignments, Washington, D.C. 20231 on 5 15 9

Assistant Commissioner of Patents and Trademarks

**Box Assignments** 

Washington, D.C. 20231

Attention: Trademark Assignment Division

Re:

Release of Security Agreement

U.S. Reg. No. 1,281,270

Mark:

**SIGNATURE** 

Our Ref. No.: 23957/00157

Dear Sir or Madam:

On December 10, 1997 we requested recordation of a Release, by the Bank of Nova Scotia, Toronto, Canada, of a Security Agreement with Gentek Building Products, Inc. The Cover Sheet indicated that the Change of Name be recorded against U.S. Reg. No. 1,281,278 instead of against U.S. Reg. No. 1,281,270.

A corrected Release of Security Agreement is resubmitted herewith with a Recordation Cover Sheet, requesting recordation against U.S. Reg. No. 1,281,270.

A check in the amount of \$40.00 is also enclosed. If any additional fee is due, please charge Deposit Account No. 03-0172.

Very truly yours,

Lames A. Rich

JAR/jjp Enclosures

> TRADEMARK REEL: 1733 FRAME: 0566