

PTO-1594

No. 0651-0011 (Rev. 11/94)

*Re
MAD
5/24/98*

06-05-1998



100729033

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MAR 09 1998

Be attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies): Bank of America, NT&SA

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

Other Banking Association

Additional name(s) of conveying party(ies) attached? Yes No

Successor to: Bank of America Illinois, a national banking assn
Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other Release of Security Agreement

Execution Date: December 22, 1997

2. Name and address of receiving party(ies)

Name: Kirby Building Systems, Inc.

Internal Address: _____

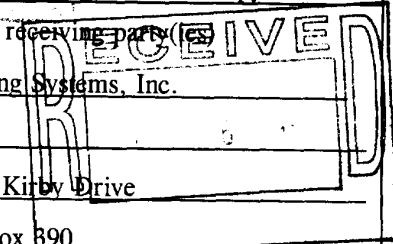
Street Address: 124 Kirby Drive

P.O. Box 390

City: Portland State: TN Zip: 37148

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Tennessee
- 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): MTD
A. Trademark Application No.(s) 3-9-98

B. Trademark No.(s) 1,863,468, Reg. 11/22/94
1,863,469, Reg. 11/22/94

Additional numbers attached? Yes No

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

Name: Karen S. Krailo

Internal Address: Farris, Warfield & Kanaday, PLC

Street Address: 424 Church Street, Suite 1900

City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page 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.

KAREN S. KRAILO
Name of Person Signing

Karen S. Krailo
Signature

01/26/98
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 1735 FRAME: 0615

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RELEASE OF AMENDED AND RESTATED
COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of this 22nd day of December, 1997, by Bank of America National Trust and Savings Association, successor by merger to Bank of America Illinois, a national banking association, as agent having an office at 231 South LaSalle Street, Chicago, Illinois 60697 ("B of A"), in favor of Kirby Building Systems, Inc., a Tennessee corporation, located at 124 Kirby Drive, P.O. Box 390, Portland, Tennessee 37148.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, B of A hereby unconditionally and expressly releases, terminates and extinguishes, without limitation, any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, all trademarks, including all tradenames, applications and registrations therefor, renewals thereof, listed on Exhibit A attached hereto, which liens and security interests were established under and pursuant to the Amended and Restated Collateral Trademark Security Agreement recorded in the U.S. Patent and Trademark Office Trademark Branch on April 1, 1997, at Reel 1568 Frame 0712, dated as of March 26, 1997 (the "Agreement"). All obligations and duties under said Agreement to the extent they relate solely to the items listed on Exhibit A attached hereto, are hereby released and terminated and B of A hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with, directly or indirectly, the aforesaid Agreement to the extent they relate solely to the items listed on Exhibit A attached hereto.

This Release shall be binding upon B of A's legal representatives, assigns and successors.

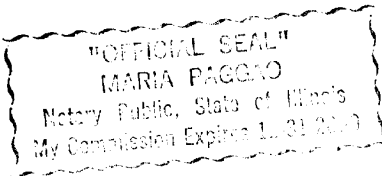
BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, as Agent

By: Jay McKeown
Name: JAY MCKEOWN
Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maria P. Paggro, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Jay L. McKeown, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.



Maria P. Paggro
Notary Public

My Commission Expires:

12/31/2000

EXHIBIT A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
KIRBYLOK2000 (and design)	1,863,468	11/22/94
KIRBYLOK2000	1,863,469	11/22/94