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FORM PTO-1504 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

USA Windowman, Inc. Box 285 Pottsville, PA 17901

Mel 7-29-99

- Individual(s), General Partnership, Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: Ultra Building Systems, Inc.

Internal Address: Street Address: 3030 EBJ Freeway, Suite 300 City: Dallas State: TX ZIP: 75234

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New Jersey, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Designations must be a separate document from assignment Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other Termination and Release of Security Interest Assignment of Trademarks Execution Date: July 20, 1999

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

A. Trademark Application No.(s) Serial No. 73-226832 Filing Date: August 9, 1979 Assignment of Security Interest: Reel/Frame: 1600/0207 Date Recorded: June 20, 1997

B. Trademark Registration No.(s) 1153171

Additional numbers attached? Yes No

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

Name: Gayle M. Quinn Internal Address: Weil, Gotshal & Manges, LLP Street Address: 100 Crescent Court Suite 1300 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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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.

Gayle M. Quinn Name of Person Signing

Signature

July 20, 1999 Date

Total number of pages including cover sheet, attachments, and document: 5

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

CONTINUATION OF ITEM NO. 4

<u>4.A. Trademark Application No.</u>	<u>4.B. Trademark Registration No.</u>
Serial No. 73-574168 Filing Date: December 19, 1985 Assignment of Security Interest: Reel/Frame: 1600/0207 Date Recorded: June 20, 1997	1412368

**TERMINATION AND RELEASE OF  
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (the "Release") made as of the 19th day of July, 1999, by ULTRA BUILDING SYSTEMS, INC., a New Jersey corporation ("Ultra") and USA WINDOWMAN, INC., a Pennsylvania corporation ("USA").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Interest Assignment of Trademarks dated May 21, 1997, between Ultra, as assignor, and USA, as assignee (the "Assignment"), Ultra granted, pledged and assigned to USA a lien on and a security interest in all of Ultra's right, title and interest in and to the trademarks set forth on Schedule A (the "Trademarks");

WHEREAS, the Assignment was recorded with the U.S. Patent and Trademarks Office, at Reel 1600, Frame 0207 on June 20, 1997; and

WHEREAS, USA desires to release and terminate all liens and security interests granted with respect to those certain Trademarks set forth on Schedule A and Ultra has fulfilled all conditions relating to such release and termination.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. USA does hereby release and terminate all liens and security interests in the below described properties of Ultra which were assigned, pledged and granted to USA under and pursuant to the Assignment including (i) Ultra's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, (ii) the goodwill of the businesses with which the Trademarks are associated and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

2. The parties hereto, Ultra and USA, agree to cancel and terminate and do hereby cancel and terminate all rights of USA and obligations of Ultra created solely under the Assignment.

3. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

USA WINDOWMAN, INC.,  
a Pennsylvania corporation

By: *John Skye*  
Name: *John Skye*  
Title: *CEO*

ACKNOWLEDGED AND ACCEPTED:

ULTRA BUILDING SYSTEMS, INC.,  
a New Jersey corporation

By: - SEE ATTACHED -  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

USA WINDOWMAN, INC.,  
a Pennsylvania corporation

By: - SEE ATTACHED -  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED:

ULTRA BUILDING SYSTEMS, INC.,  
a New Jersey corporation

By: Virgil D. Lowe  
Name: VIRGIL D. LOWE  
Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

REGISTRATION NO.

The Window Man

1153171

Windows That Last A Housetime

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