

11-24-1999



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NRD
11-22-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
Nov. 17, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Nov. 17 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/24/1999 TT0N11 00000175 1756661

FOR OFFICE USE ONLY

01	FC:481	40.00	OP
02	FC:482	975.00	OP
03	FC:484	120.00	OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001961 FRAME: 0453

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) 120 Expedite Fees

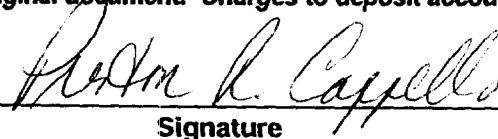
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello
Name of Person Signing


Signature

11/19/99
Date Signed

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Bahama	1,756,661	3/9/93
Bahama	1,437,919	4/28/87
Bahama	1,363,219	10/1/85
Contractor Referral Service & Design	1,809,525	12/7/93
Design (Blank Arrow)	1,911,941	8/15/95
Design (for Man)	902,378	11/10/70 Renewed 11/10/90
Design Works	1,829,695	4/5/94
Don't Do It Yourself Without It	1,355,793	8/20/85
Don't Do It Yourself Without Us	1,312,711	1/1/85
Express Estimates	1,804,732	11/16/93
Express Yard	1,521,367	1/17/89
Furrow (Design)	1,228,761	2/22/83
Furrow (Design in red arrow)	1,228,760	2/22/83
Furrow Building Materials (Design in black box)	1,288,409	7/31/84
Furrow Building Materials (Design)	1,288,407	7/31/84

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Furrow	1,084,394	1/31/78
Knox	1,688,192	5/19/92
Knox Building Materials (Design in black box)	1,850,951	8/23/94
Knox (Design for Red Arrow)	1,747,579	1/19/93
Long Weekend Short Projects	1,780,719	7/6/93
Optic	1,761,645	3/30/93
Payless Cashways, Inc. Building Materials (Design in black box)	1,293,473	9/4/84
Payless Cashways, Inc. (Design in arrow)	1,293,474	9/4/84
Payless Cashways, Inc. Building Materials & Design	1,293,475	9/4/84
Pershing Park	1,718,333	9/22/92
Pershing Park	1,750,167	2/2/93
Project Charge Card	1,432,285	3/10/87
Project Master	1,736,103	12/1/92
RSS Roofing Supply Service & Design	1,798,220	10/12/93
Somerville (Design--nail & flag)	1,811,283	12/14/93
Somerville (Design--large word)	1,965,827	4/2/96
Somerville (Design in arrow)	1,467,752	12/1/87
Tarp Master	1,681,249	3/31/92

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
The Professional Advantage (Design)	1,983,513	7/2/96
The Project Card	1,432,283	3/10/87
Tool Site Trade Tools & Supply & Design	1,884,083	3/14/95
We Work To Make Your Job Easier	1,806,595	11/23/93
We Take The Time To Save You Time	1,724,505	10/13/92
Knox	1,688,192	5/19/92
A Tough Place to Work...A Great Place to Shop	2,218,721	1/19/99

**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the **17** day of November, 1999 by CANADIAN IMPERIAL BANK OF COMMERCE, as Coordinating and Collateral Agent, with an office at 425 Lexington Avenue, New York, NY 10017.

W I T N E S S E T H:

WHEREAS, PAYLESS CASHWAYS, INC., (the "Borrower"), the Lenders from time to time party thereto (the "Lenders"), the Underwriters (as defined in the Credit Agreement defined below)) and Canadian Imperial Bank of Commerce, as Coordinating and Collateral Agent in such capacity, the "Agent"), are party to that certain Amended and Restated Credit Agreement, dated as of December 2, 1997, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, Borrower, as Grantor (the "Grantor") entered into that certain Amended and Restated Security and Pledge Agreement dated as of December 2, 1997 (the "Security Agreement"), pursuant to which Grantor assigned, conveyed and transferred unto the Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), on the terms and conditions contained in the Security Agreement, and as additional security for the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Grantor's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement) and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") as Document No. 100653888A in Reel 1671, Frame 0587;

NOW, THEREFORE, in consideration of these premises, the Agent hereby agrees as follows:

1. The Agent hereby re-assigns and releases to the Grantor and terminates all right, title and interest that the Agent has in and to the Trademarks listed on Schedule A attached hereto (the "Released Trademarks") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related Trademarks or Trademark applications existing in the past, present or future. The Agent will execute and deliver to the Grantor, in a commercially reasonable manner, at the Grantor's expense, such additional documents as may be

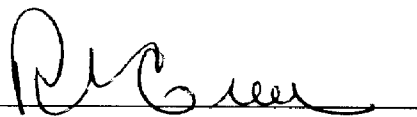
reasonably necessary, which are intended to terminate any interest of the Agent in the Released Trademarks.

2. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

3. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

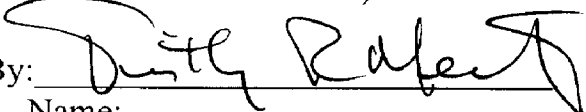
IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 
Name: Robert Greer
Title: Assistant General Manager

**ACCEPTED AND AGREED AS OF
THIS 17 DAY OF NOVEMBER, 1999**

PAYLESS CASHWAYS, INC.

By: 
Name:
Title:

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We Take The Time To Save You Time	1,724,505	10/13/92
Knox	1,688,192	5/19/92

PENDING

MARK

FILE NO.

A Tough Place to Work...A Great Place to
Shop

8708/5300