03-03-2000

101280259

MLD 2-7-00

RECORDATION FORM COVER SHEET

To the Honorable Commissioner of Patents and Trademarks:

02-07-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #31

1. Name of conveying party(ies):
Bank of America, N.A., as Administrat
formerly Nations Bank, N.A. (Carolina.

☐Individuals ☐Association
☐General Partnership ☐Limited Partnership
☒Corporation-National Bank
☐Other _____
Additional name(s) of conveying party(ies) attached? ☐Yes ☒No

2. Name and address of receiving party(ies):
National Gypsum Properties, LLC
2001 Rexford Road
Charlotte, North Carolina 28211

☐Individual(s) citizenship: _____
☐Association: _____
☐General Partnership: _____
☐Limited Partnership: _____
☒Corporation-State: Delaware
☐Other: Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached:
☐Yes ☐No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached?
☐Yes ☒No

3. Nature of Conveyance:

☐Assignment ☐Merger
☐Security Agreement ☐Change of Name
☒Other Release of Security Interest

Execution Date: November 9, 1999

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

A. Trademark Application No.(s)

74/577,066 74/565,379 74/531,787
74/446,514 74/644,429

B. Trademark Registration No.(s)

1,609,495	0,749,297	1,095,192	0,826,673	0,795,013
1,512,681	1,590,909	0,739,602	1,077,892	0,735,169
1,494,275	1,465,484	1,393,804	1,585,679	1,253,777
1,047,698	0,788,376	1,329,013	1,327,970	0,661,274
1,568,393	0,693,038	1,031,471	0,403,210	1,783,449
1,169,307	1,164,667	1,157,440	1,529,318	1,748,515
0,995,164	1,155,294	1,119,473	1,862,149	0,876,329
0,788,375	0,635,037	0,973,177	1,858,619	
1,765,893	0,777,579	0,594,416	0,942,219	
1,638,871	1,630,067	0,761,805	0,412,668	

Additional numbers attached? ☐Yes ☒No

5. Mail correspondence to:

Michael R. Graham
MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations involved: 52

7. Attached is a check in the amount of $1,315 the total fee due pursuant to 37 C.F.R. §2.6(b)(2)(6).

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

Michael R. Graham — Name of Person Signing
Signature
February 7, 2000 — Date

Total number of pages comprising cover sheet: 1

03/02/2000 DNGUYEN 00000517 74577066

01 FC:481 40.00 OP
02 FC:482 1275.00 OP

RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is entered into as of the 9th day of November, 1999 by and between Bank of America, N.A. (f/k/a NationsBank, N.A. (Carolinas)), as Administrative Agent (the "Releasing Party"), and National Gypsum Company (the "Trademark Holder").

WHEREAS, the Trademark Holder entered into that certain Credit Agreement dated as of September 21, 1995, among the Trademark Holder, as Borrower, the lenders named therein (the "Lenders"), the Releasing Party, also as Issuing Bank, and First Union National Bank (f/k/a First Union National Bank of North Carolina), as Documentation Agent; and

WHEREAS, the Trademark Holder and the Releasing Party, in its capacity as Administrative Agent, entered into a Security Agreement dated as of September 21, 1995, pursuant to which the Trademark Holder covenanted to grant to the Releasing Party an encumbrance in all of the assets of the Trademark Holder, including the Trademarks (as defined below); and

WHEREAS, the Trademark Holder and the Releasing Party, in its capacity as Administrative Agent entered, into an Assignment of Security Interest in United States Patents and Trademarks (the "Assignment of Security Interest") dated September 20, 1995, pursuant to which the Trademark Holder assigned its interest in and to, among other things, all of its United States, federal and state trademarks, service marks and trademark and service mark registrations as set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement dated as of November 9, 1999 among the Trademark Holder, as Borrower, the lenders named therein, Bank of America, N.A., as Administrative Agent and an Issuing Lender, First Union National Bank, as Syndication Agent, and Wachovia Bank, N.A., as Documentation Agent (the "Credit Agreement") that the Trademark Holder and the Releasing Party execute this Release.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party, in its capacity as Administrative Agent, hereby releases any and all right, title and interest in or to the Trademarks of the Trademark Holder which are or may have been assigned to the Releasing Party pursuant to the Assignment of Security Interest. The Releasing Party hereby releases its right, title and interest in or to the following:

(a) the Trademarks;

(b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;

(c) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, whether in the United States or any foreign country (the "Future Trademarks");

(d) all extensions, renewals and continuations of the Trademarks and Future Trademarks, and of the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all inventory, packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;

(g) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;

(h) except for the intellectual property described in a certain Release of Security Interest in Patents by and between Trademark Holder and Releasing Party and of even date herewith, if Trademark Holder and Releasing Party have entered into such an agreement, all patents, registrations, patent applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Trademark Holder's products under, utilizing or in connection with the Trademarks and Future trademarks; and

(i) all goodwill of the Trademark Holder's business connected with, symbolized by or in any way related to the items set forth in clause (a) through (h) above.

If any clause or provision of this release shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

All notices, requests and demands to or upon the Trademark Holder or the Releasing Party under this Release shall be given in the manner prescribed by Section 9.01 of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release as of this 9th day of November 1999.

BANK OF AMERICA, N.A. (f/k/a Nationsbank N.A. (Carolinas)), as Administrative Agent

By: _____
Name: RICHARD G. PARKHURST
Title: MANAGING DIRECTOR

NATIONAL GYPSUM COMPANY
Trademark Holder

By: _____
Name: William D. Parmelee
Title: VP-Finance, Treasurer

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that Richard G. Parkhurst, Jr. personally appeared before me this day and acknowledged that he is Managing Director of Bank of America, N.A. and acknowledged, on behalf of Bank of America, N.A., as Administrative Agent, the due execution of the foregoing instrument.

Witness my hand and notarial seal this 9th day of November, 1999.

[STAMP/SEAL]

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Mecklenburg
Regina M. Lucas
My Commission Expires 1/5/2002

Regina M. Lucas
Notary Public

My Commission Expires:

Jan. 5, 2002

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that William D. Parmelee personally appeared before me this day and acknowledged that he is VP-Finance and Treasurer of National Gypsum Company and acknowledged, on behalf of National Gypsum Company, the due execution of the foregoing instrument.

Witness my hand and notarial seal this 9th day of November, 1999.

[STAMP/SEAL]

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Mecklenburg
Regina M. Lucas
My Commission Expires 1/5/2002

Regina M. Lucas
Notary Public

My Commission Expires:

Jan 5, 2002

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EXHIBIT A

See attached