

MRD

5-16-01

05-23-2001



ET

Reference No. 14005/10249

101725990

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

1. Name of conveying party(ies):

NATIONAL GYPSUM COMPANY

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ Other _____

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

2. Name and address of receiving party(ies):

BANK OF AMERICA, N.A.

100 North Tryon Street
Charlotte, North Carolina 28255

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☐ Other: _____

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 _____

Execution Date: April 23, 2001

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

A. Trademark Application No.(s)

See Schedule A

B. Trademark registration No.(s)

See Schedule A

Additional numbers attached? ☐ Yes ☒ No

5. Mail correspondence to:

Richard H. Anderson
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: 4

7. Attached is a check in the amount of \$115.00 the total fee due pursuant to 37 C.F.R. §3.41.

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.

Richard H. Anderson
Name of Person Signing

Richard H. Anderson
Signature

May 11, 2001
Date

Total number of pages comprising cover sheet: 5

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
2420018	UNITED STATES	1/09/01	PERMABASE FLEX

Trademark Applications:

<u>Serial No.</u>	<u>Country</u>	<u>Filed</u>	<u>Mark</u>
075/578955	UNITED STATES	10/28/98	PERMABASE
075/683238	UNITED STATES	4/15/99	PERMABASE DEK
076/160744	UNITED STATES	11/07/00	PERMA BASE FLEX AND DESIGN

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

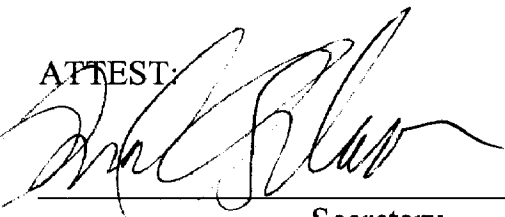
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NATIONAL GYPSUM COMPANY, a Delaware corporation (the "Assignor"), having its chief executive office at 2001 Rexford Road, Charlotte, NC 28211, hereby assigns and grants to BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), with offices at 100 North Tryon Street, Charlotte, NC 28255 a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of April 23, 2001, among the Assignor, the Collateral Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Benefited Parties under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

23 IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of April, 2001.

ATTEST:



Secretary
[Corporate Seal]

NATIONAL GYPSUM COMPANY, as Assignor

By: William D. Parmelee
Name: William D. Parmelee
Title: Vice President - CFO

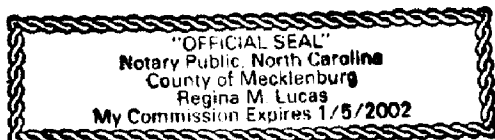
STATE OF North Carolina

County OF Mecklenburg

The foregoing instrument was acknowledged before me this 23 day of April, 2001 by William D. Parmelee as Vice President - CFO of National Gypsum ^{Company} ~~Corporation~~, a Delaware corporation, on behalf of the corporation.

My commission expires: Jan 5, 2002

Notarial Seal



Regina M. Lucas
Notary Public

ATTEST:

BANK OF AMERICA, N.A., as
Collateral Agent

Secretary
[Corporate Seal]

By

Name:

Title:



RICHARD G. PARKHURST, JR.
MANAGING DIRECTOR

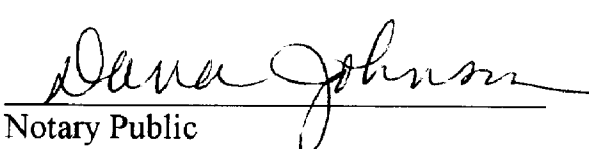
STATE OF North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me this 24 day of April, 2001 by

Richard G. Parkhurst as Managing Director of Bank of America, N.A. on behalf of
the corporation.

My commission expires: 9.13.04

Notarial Seal



Notary Public

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

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076/160744	UNITED STATES	11/07/00	PERMA BASE FLEX AND DESIGN

PATENTS AND PATENT APPLICATIONS

<u>Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issued</u>
6187409	MATHIEU, M.	UNITED STATES	2/13/01

Patent Applications

<u>Serial No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Filed</u>
009/740304	MATHIEU, M.	UNITED STATES	121800