

01-10-2003

1-10-03



102333955

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

1. Name of conveying party(ies):

FYPON, LTD.

1-10-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other RELEASE

Execution Date: 12/20/2002

2. Name and address of receiving party(ies)

Name: GE CAPITAL CFE, INC.

Internal

Address:

Street Address: 401 Merritt Seven, 2nd Floor

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DELAWARE 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 registration number(s):

A. Trademark Application No.(s) 76-362,958 75-097,373

B. Trademark Registration No.(s) 2,421,816, 912,202 1,108,674, 1,108,673, 1,646,855

Additional number(s) attached Yes No

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

Name: Robbin Gossman, Paralegal

Internal Address:

Street Address: OKGS 120 East Baltimore Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

01/10/2003 DBV:RME 00000147 76362958

01 FC:8521 02 FC:8322 Robbin Gossman

Name of Person Signing

Robbin Gossman

Signature

01/09/2003

Date

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

9

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

**TERMINATION OF AMENDED AND RESTATED PATENTS, TRADEMARKS,  
LICENSES AND COPYRIGHTS SECURITY AGREEMENT**

THIS TERMINATION OF AMENDED AND RESTATED PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS SECURITY AGREEMENT (this "Termination") made as of the 20<sup>th</sup> day of December, 2002, by and between GE CAPITAL CFE, INC., a Delaware corporation ("Assignee"), and FYPON, LTD., a Pennsylvania limited partnership ("Assignor").

**BACKGROUND**

A. Reference is made to that certain Amended and Restated Patents, Trademarks, License and Copyrights Security Agreement dated as of April 4, 2002 (the "Security Agreement") executed by Assignor, as assignor, and Assignee, as assignee, and recorded in the United States Patent and Trademark Office (the "USPTO") on July 1, 2002 at reel/frame 013029/0203 with respect to the USPTO's patent records, and reel/frame 2534/0847 with respect to the USPTO's trademark records. Capitalized terms used in this Termination which are not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement.

B. Assignor is the owner of certain patents, including certain registered patents and patent applications as reflected on the records of the USPTO and all as more fully described on **Schedule "A"** attached hereto and made a part hereof (collectively, the "Registered Patents").

C. Assignor is also the owner of certain trademarks, including certain registered trademarks and trademark applications as reflected on the records of the USPTO and all as more fully described on **Schedule "B"** attached hereto and made a part hereof (collectively, the "Registered Trademarks").

D. Pursuant to the Security Agreement, Assignor, as security for the repayment of certain indebtedness to Assignee, granted to Assignee a lien on, and security interest in, all of Assignor's right, title and interest in and to all of its then owned or existing and filed and thereafter acquired or arising and filed Patents (including, without limitation, the Registered Patents), Trademarks (including, without limitation, the Registered Trademarks), Copyrights, Licenses and the goodwill of Assignor's business conducted with and symbolized by the Trademarks (collectively, the "Intellectual Property Collateral").

E. Assignor has discharged all indebtedness owed to Assignee in full, and Assignee is hereby (1) terminating the Security Agreement and (2) releasing all of its liens on, security interests in, and other rights arising under the Security Agreement with respect to, the Intellectual Property Collateral.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby covenant and agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Termination as if set forth in their entirety in this Section 1.

2. Termination. The Security Agreement and any document or instrument further evidencing Assignors' lien on, and security interest in, the Intellectual Property Collateral, and all rights, duties and obligations of Assignor and Assignee thereunder, are hereby terminated, and of no further force and effect, effective as of the date hereof.

3. Assignment. Assignee hereby assigns, transfers, conveys, releases and sets over unto Assignor, without recourse, Assignee's entire right, title and interest in, to and under the Intellectual Property Collateral, together with all of the goodwill of the business associated with the use thereof and symbolized thereby.

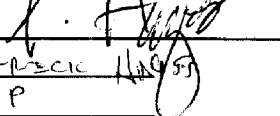
4. Further Actions. From time to time after the date hereof, and without further consideration, Assignee shall, at the expense of Assignor, promptly take such actions and execute and deliver such documents and instruments as Assignor or its counsel may reasonably request in order to further evidence the termination of Assignee's lien on, and security interest in, the Intellectual Property Collateral.

5. Counterparts. This Termination may be executed in any number of counterparts and by different parties hereto on separate signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document.

6. Successors, Etc. This Termination, and all of the terms, covenants and provisions hereof, shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Termination to be duly executed and delivered as of the day and year first above written.

GE CAPITAL CFE, INC.

By:   
Name: PATRICIA HAYS  
Title: SVP

FYPON, LTD., by its sole general partner Fypon, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Termination as if set forth in their entirety in this Section 1.

2. Termination. The Security Agreement and any document or instrument further evidencing Assignors' lien on, and security interest in, the Intellectual Property Collateral, and all rights, duties and obligations of Assignor and Assignee thereunder, are hereby terminated, and of no further force and effect, effective as of the date hereof.

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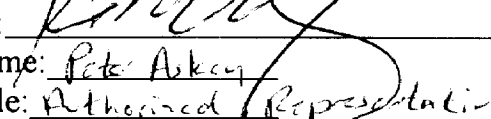
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Termination to be duly executed and delivered as of the day and year first above written.

GE CAPITAL CFE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FYPON, LTD., by its sole general partner Fypon, Inc.

By:  \_\_\_\_\_  
Name: Pete Askey  
Title: Authorized Representative

STATE OF IL :  
 : ss. |  
COUNTY OF COOK :

On this 19<sup>th</sup> day of December, 2002, before me, a notary public, the undersigned officer, personally appeared PATRICK HINES, who acknowledged himself to be the SVP of GE CAPITAL CFE, INC., a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I have herunto set my hand and official seal.

*Cheryl Henrikson*  
Notary Public




COMMONWEALTH OF MARYLAND :

: ss.

COUNTY OF BALTIMORE :

On this 20<sup>th</sup> day of December, 2002, before me, a notary public, the undersigned officer, personally appeared Peter Askey, who acknowledged himself to be the Authorized Representative of FYPON, INC., a Pennsylvania corporation, the general partner of FYPON, LTD., and that he as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Authorized Representative.

IN WITNESS WHEREOF, I have herunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

ANITA J. RUSSUM  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 2003

**SCHEDULE "A"**  
**TO THE**  
**TERMINATION OF AMENDED AND RESTATED**  
**PATENTS, TRADEMARKS, LICENSES**  
**AND COPYRIGHTS SECURITY AGREEMENT**  
**MADE AS OF THE 20 DAY OF DECEMBER, 2002**  
**BY AND BETWEEN**  
**GE CAPITAL CFE, INC. AND FYPON, LTD.**

LIST OF PATENT REGISTRATIONS AND PATENT APPLICATIONS

	<u>Patent Number</u>	<u>Issuance Date</u>	<u>Title of Application</u>
1.	5605023	February 25, 1997	COMBINED DECORATIVE AND LOAD BEARING ARCHITECTURAL COLUMN FOR BUILDINGS
2.	5465540	November 14, 1995	FACADE STRUCTURE FOR WINDOWS
3.	4827683	May 9, 1989	CORNER POST FOR A BUILDING
4.	4439963	April 3, 1984	BAY WINDOW PANEL JOINT
5.	D357326	April 11, 1995	DECORATIVE PANEL FOR A GABLE OF A BUILDING
6.	D350614	September 13, 1994	PEDIMENT FOR WALLS
7.	D334068	March 16, 1993	PEDIMENT FOR MOUNTING OVER WINDOWS

**SCHEDULE "B"  
TO THE  
TERMINATION OF AMENDED AND RESTATED  
PATENTS, TRADEMARKS, LICENSES  
AND COPYRIGHTS SECURITY AGREEMENT  
MADE AS OF THE 20 DAY OF DECEMBER, 2002  
BY AND BETWEEN  
GE CAPITAL CFE, INC. AND FYPON, LTD.**

**LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**1. Federal Registered Trademarks.**

	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
(a)	BEAUTIFUL MILLWORK DOESNT GROW ON TREES	2,421,816	January 16, 2001
(b)	FYPON	912,202	June 8, 1971
(c)	MOLDED MILLWORK	1,108,674	December 12, 1978

**2. Federal Trademark Applications.**

	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
	AMERICA'S FIRST CHOICE	76-362,958	January 28, 2002



3. Abandoned, Cancelled and Expired Federal Trademarks.

	<u>Mark</u>	<u>Registration Number</u>	<u>Abandonment, Cancellation or Expiration Date</u>
(a)	THE CROWNING TOUCH ARCHITECTURAL DETAIL COLLECTION	1,646,855	Cancelled August 5, 1997
(b)	FYPON MOLDED MILLWORK	1,108,673	Expired September 20, 1999
(c)	ADD WARMTH TO YOUR WELCOME	N/A (Serial Number 75-097,373)	Abandoned October 9, 1998