

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP PARIBAS		11/06/2003	BANK: FRANCE

RECEIVING PARTY DATA

Name:	PAREX, INCORPORATED
Street Address:	1870 STONE MOUNTAIN-LITHONIA ROAD
City:	REDAN
State/Country:	GEORGIA
Postal Code:	30074
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1587853	MONOCOUCHE
Registration Number:	1586362	PAREX
Registration Number:	1664653	PAR EXCELLENCE
Registration Number:	1686448	PARFLEX
Registration Number:	1659770	RESISTEX
Registration Number:	1839440	I-C GOLD
Registration Number:	1876227	CERASTONE
Registration Number:	2185741	I-C SILVER
Registration Number:	1894116	CASTLEROC
Registration Number:	1433897	INSUL/CRETE
Registration Number:	1465092	FLEX FLOAT
Registration Number:	1480827	FAS'NER

CORRESPONDENCE DATA

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

900003063

REEL: 002747 FRAME: 0056

CH \$315.00 1587853

Phone: (212) 878-8000
Email: trademark.group@cliffordchance.com
Correspondent Name: CLIFFORD CHANCE US LLP
Address Line 1: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:

100538/1 LNDN C1662-21120

NAME OF SUBMITTER:

CHRISTINE BENTON

Total Attachments: 6

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THIS RELEASE is made as of November 6, 2003

BY:

- (1) **BNP PARIBAS** acting in its capacity as security agent and trustee for the Secured Parties on the terms and conditions set out in the Security Documents (as defined below) (the "Security Agent") and upon the instructions of Citibank International plc and RBS Mezzanine Limited as the Senior Agent and the Mezzanine Agent respectively;

in favor of

- (2) **MATERIS US MORTARS INC. (FORMERLY SPINNA US MORTARS, INC.)**, a Delaware corporation ("Materis"), **LAFARGE CALCIUM ALUMINATES, INC.** a Virginia corporation ("Lafarge"), **PAREX, INCORPORATED**, a Georgia corporation ("Parex"), **LA HABRA PRODUCTS, INC.**, a California corporation ("Habra", and together with Materis, Lafarge, and Parex, the "Grantors"), **MATERIS BEL MORTIERS S.P.R.L (FORMERLY SPINNA BEL MORTIERS S.P.R.L.)**, a company incorporated under the laws of Belgium having its registered office at 100-102 Avenue des Saisons, 1050 Brussels, Belgium ("Spinna"), and **LAFARGE ALUMINATES S.A.**, a company incorporated under the laws of France with registered number RCS Paris B 778 130 492 having its registered office at 28, rue Emile Menier, 75782 Paris Cedex 16 France ("Aluminates" and together with the Grantors and Spinna, the "Companies").

WHEREAS

- (A) Pursuant to a Pledge and Security Agreement dated as of January 22, 2001, as amended by an amendment letter dated as of February 25, 2002 and as further amended by a pledge amendment dated as of July 10, 2002 (the "Security Agreement") between, the Grantors and the Security Agent, pursuant to which the Grantors granted, pledged, assigned and hypothecated to the Security Agent for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in and to the collateral as identified in Schedule 1, Part A to this Release including, among other things, certain specific assets as identified in Schedule 1, Part B to this Release (the "Collateral"), among which certain security interests were perfected, among other things, by means of recordation of the Security Agreement in the U.S. Patent and Trademark Office and/or U.S. Copyright Office, to secure the prompt payment and performance of all Secured Obligations (as defined in the Security Agreement);
- (B) Pursuant to a Pledge Agreement dated as of 22 January 2001 and as amended by an amendment letter dated 10 April 2001 (the "Pledge Agreement") between, Spinna and the Security Agent, pursuant to which Spinna assigned, granted and pledged to the Security Agent for the benefit of the Secured Parties, a security interest in all of the right, title and interest in the collateral identified in Schedule 2 to this Release (the "Pledge Collateral");
- (C) Pursuant to a Pledge Agreement dated as of 22 January 2001 and as amended by an amendment letter dated 10 April 2001 (the "Aluminates Pledge Agreement" and

together with the Security Agreement and the Pledge Agreement, the "Security Documents") between Aluminates and the Security Agent, pursuant to which Aluminates assigned, granted and pledged to the Security Agent for the benefit of the Secured Parties, a security interest in the collateral identified in Schedule 3 to this Release (the "Aluminates Collateral").


The Companies have requested the Security Agent to release the Collateral, Pledge Collateral and Aluminates Collateral (the "Released Collateral") from the security interest created by or pursuant to the Security Documents. The Security Agent has agreed to release and terminate the security interest in the Released Collateral granted in the Security Documents upon the terms and conditions contained in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Security Agent and the Companies hereby agree as follows:

1. Terms defined in the Security Documents (including terms defined by reference to other documents) shall have the same meaning in this Release.
2. The Security Agent without recourse representation or warranty hereby releases and terminates the security interest in the Released Collateral granted by and under the Security Documents.
3. The Security Agent hereby agrees that it will do (at the cost and expense of the Companies, as applicable) and hereby authorizes the Companies to do all such things and execute all such documents as may reasonably be necessary to give effect to such release, including, without limitation, the delivery of any pledged certificated shares and pledged notes in the possession of the Security Agent, and notices of termination of any account control agreements, and/or the filing of UCC-3 termination statements and the filing of this Release with the U.S. Patent and Trademark Office and/or U.S. Copyright Office, to release the Released Collateral.
4. This Release shall not discharge the Companies from any liabilities to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties remaining outstanding at the date of this Release or from any other security.
5. This Release may be executed in a number of counterparts, and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page by fax shall be effective as delivery of a manually executed counterpart.
6. **THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF this Release has been executed by the Security Agent and the Companies and is intended to be and is hereby delivered as of the date specified above.

EXECUTED by


as duly authorized signatory **JEAN BERGERET**
for and on behalf of
BNP PARIBAS
as Security Agent

Alain POIRSON

EXECUTED by

as duly authorized signatory
for and on behalf of
MATERIS US MORTARS INC. (FORMERLY SPINNA US MORTARS, INC.)

EXECUTED by

as duly authorized signatory
for and on behalf of
LAFARGE CALCIUM ALUMINATES, INC.

EXECUTED by

as duly authorized signatory
for and on behalf of
PAREX, INCORPORATED

EXECUTED by

as duly authorized signatory
for and on behalf of

Owner (REGISTRANT) La Habra Products, Inc. CORPORATION
CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

H.

Word Mark KONA-CRETE

Goods and Services IC 002. US 006 011 016. G & S: colored exterior paint for decks.
FIRST USE: 19661130. FIRST USE IN COMMERCE: 19661130

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74629949

Filing Date February 6, 1995

**Published for
Opposition** October 3, 1995

Registration Number 1944204

Registration Date December 26, 1995

Owner (REGISTRANT) La Habra Products, Inc. CORPORATION
CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

I.

TRADEMARKS OWNED BY PAREX, INCORPORATED:

MONOCOUCHE Filed on principal register on March 20, 1990. Renewals must
be filed every 10 years. Affidavit for renewal filed March,
1996. Affidavit for renewal submitted in July, 2000. Registration
No. 1,587,853

PAREX Registered on principal register March 13, 1990. Renewals
must be filed every 10 years. Affidavit for renewal submitted
Aug. 2000. Registration No. 1,586,362

PAREX (Class 12) Secretary of State of Georgia Certificate of
Registration filed October 20, 1987.

(Class 16) Secretary of State of Georgia Certificate of
Registration filed October 20, 1987.

(Class 23) Secretary of State of Georgia Certificate of
Registration filed October 20, 1987.

We have a federal registration and we don't get any more
protection on the mark so we will not to renew with state.

PAR EXCELLENCE Filed on principal register on November 19, 1991. Renewals
must be filed every 10 years.

PARFLEX

Renewal must be filed before 11 19 2001.

Registration No. 1,664,653

Registered on principal register on May 12, 1992.

Renewals must be filed every 10 years.

Renewal must be filed before 5 12 2002. Registration No. 1,686,448

RESISTEX

Filed on principal register on October 8, 1991.

Renewals must be filed every 10 years.

Renewal must be filed before 10 8 2001. Registration No. 1,659,770

I C GOLD

Filed on principal register on June 14, 1994.

Renewals must be filed every 10 years.

Renewal must be filed before June 14, 2004. Registration No. 1,839,440

CERASTONE

Filed on principal register on January 31, 1995.

Renewals must be filed every 10 years.

Affidavit for renewal submitted in July, 2000.

Renewal must be filed before January 31, 2005.

Affidavit for renewal must be filed before July 2010.

Registration No. 1,876,227

I C SILVER

Filed on principal register on September 1, 1998.

Renewals must be filed every 10 years.

Affidavit must be filed between 9 1 2003 and 9 1 2004.

Renewal must be filed before 9 1 2008.

Registration No. 2,185,741

CASTELROC

Registration No. 1,894,116

2. Licensed

TRADEMARKS ASSIGNED BY INSUL/CRETE TO PAREX, INC.:

INSUL/CRETE

Filed on principal register 3 24-87. First renewal must be filed within 20 years.

Renewal must be filed before 3 24 2007.

Registration No. 1,433,897

FLEX FLOAT

Filed on principal register 11 17 87.

First renewal must be filed within 20 years.

Renewal must be filed before 11 17 2007.

Registration No. 1,465,092

FAS'NER

Filed on principal register 3 15-88.

First renewal must be filed within 20 years.

Renewal must be filed before 3 15 2008.

Registration No. 1,480,827

TRADEMARK