11/14/03 2:24 PAGE 3/12 RightFAX

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

11/14/2003 900003058

NEW ASSIGNMENT SUBMISSION TYPE:

NATURE OF CONVEYANCE: RELEASE

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	LA HABRA PRODUCTS INC.			
Street Address:	240 SOUTH LOARA			
City:	ANAHEIM			
State/Country:	CALIFORNIA			
Postal Code:	92803			
Entity Type:	CORPORATION: CALIFORNIA			

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	2135354	LA HABRA STUCCO WEATHER TEX	
Registration Number:	1994732	LA HABRA	
Registration Number:	2014842	LA HABRA STUCCO	
Registration Number:	1988117		
Registration Number:	1986746	POLY-BOND	
Registration Number:	1966523	ROC-SET	
Registration Number:	1999207	LA HABRA WALL	
Registration Number:	1944204	KONA-CRETE	

CORRESPONDENCE DATA

Fax Number: (212)878-8375

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

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

TRADEMARK

☑ 004/021 CLIFFORD CHANCE US LLP

1/17/2003 16:04 FAX 212 878 8375

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ATTORNEY DOCKET NUMBER:	100528/1 LNDN:C1662-21120			
NAME OF SUBMITTER:	CHRISTINE BENTON			
Total Attachments: 8				
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source=LAHABRA-PAREX_02#page1.tif				
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source=LAHABRA-PAREX_08#page1.tif				

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

London-2/1508105/03

C1662/21120

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:

- Terms defined in the Security Documents (including terms defined by reference to other documents) shall have the same meaning in this Release.
- 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.

London-2/1508105/03

- 2 -

CJ662/21120

EXECUTED by

as duly authorized signate FAN BERGERET.

Alain POIRSON

for and on behalf of BNP PARIBAS

as Security Agent

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

London-2/1508105/03

- 3 -

C1662/21120

_			
4	INTEL.	LECTUAL	PROPERTY

(owned or licensed)

COPYRIGHTS

Owned

None

2. Licensed

None

PATENTS

Owned

None

2. Licensed

None

TRADEMARKS

Owned

A.

Word Mark LA HABRA STUCCO WEATHER TEX

Goods and Services IC 002. US 006 011 016. G & S: stucco finish coat, comprised of sand,

portland cement, lime, color pigments and silicone water repellent to

London-2/1508105/03 - 8 - C1662/21120

resist adverse weather conditions, such as rain and snow and to add compressive strength and abrasive resistance. FIRST USE: 19960707.

FIRST USE IN COMMERCE: 19960708

Mark Drawing Code (1) TYPED DRAWING

Serial Number

75146736

Filing Date

August 7, 1996

Published for

November 18, 1997

Opposition

Registration Number 2135354

Registration Date

February 10, 1998

Owner

(REGISTRANT) La Habra Products Inc. CORPORATION

CALIFORNIA 240 South Loara Anaheim CALIFORNIA 92803

В.

Word Mark

LA HABRA

Goods and Services

IC 019. US 001 012 033 050. G & S: stucco cement mixes. FIRST

USE: 19240000. FIRST USE IN COMMERCE: 19580000

Mark Drawing Code (1) TYPED DRAWING

Serial Number

74637306

Filing Date

February 22, 1995

Published for

Opposition

May 28, 1996

Registration Number 1994732

Registration Date

August 20, 1996

Owner

(REGISTRANT) La Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

C.

Word Mark

LA HABRA STUCCO

Goods and Services

IC 002. US 006 011 016. G & S: undercoatings, sealer coatings and color coatings for use with stucco. FIRST USE: 19240000, FIRST USE

IN COMMERCE: 19580000

Mark Drawing Code (1) TYPED DRAWING

London-2/1508105/03

-9-

C1662/21120

Serial Number

74635383

Filing Date

February 17, 1995

Filed ITU

FILED AS ITU

Published for

August 20, 1996

Opposition

Registration Number 2014842

Registration Date

November 12, 1996

Owner

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

D.

Goods and Services

IC 019. US 001 012 033 050. G & S: stucco, FIRST USE; 19880131.

FIRST USE IN COMMERCE: 19880131

Mark Drawing Code (2) DESIGN ONLY

Design Search Code

020911 071109 071525 090502

Serial Number

74631488

Filing Date

February 8, 1995

Published for

Opposition

April 30, 1996

Registration Number 1988117

Registration Date

July 23, 1996

Owner

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

E.

Word Mark

POLY-BOND

Goods and Services

IC 001. US 001 005 006 010 026 046. G & S: cement-based bonding agent designed to be used as a coating and adhesive for decorative trim applied to stucco walls. FIRST USE: 19920303. FIRST USE IN

COMMERCE: 19920303

Mark Drawing Code (1) TYPED DRAWING

Serial Number

74629984

Filing Date

February 6, 1995

London-2/1508105/03

- 10 -

C1662/21120

Published for

April 23, 1996

Opposition

Registration Number 1986746

Registration Date

July 16, 1996

Owner

(REGISTRANT) La Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

F.

Word Mark

ROC-SET

Goods and Services

IC 019. US 001 012 033 050. G & S: bedding coat used to give stucco a

marble-like appearance. FIRST USE: 19670531. FIRST USE IN

COMMERCE: 19670531

Mark Drawing Code (1) TYPED DRAWING

Serial Number

74629951

Filing Date

February 6, 1995

Published for

January 16, 1996

Opposition

Registration Number 1966523

Registration Date

April 9, 1996

Owner

(REGISTRANT) La Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

G.

Word Mark

LA HABRA WALL

Goods and Services

IC 002. US 006 011 016. G & S: coatings in the nature of a plaster

undercoat for substrates to be covered with stucco. FIRST USE;

19840618, FIRST USE IN COMMERCE: 19840618

Mark Drawing Code (1) TYPED DRAWING

Serial Number

74629950

Filing Date

February 6, 1995

Published for

June 18, 1996

Opposition

Registration Number 1999207

Registration Date

September 10, 1996

London-2/1508105/03

- 11 -

C1662/21120



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 October 3, 1995

Opposition

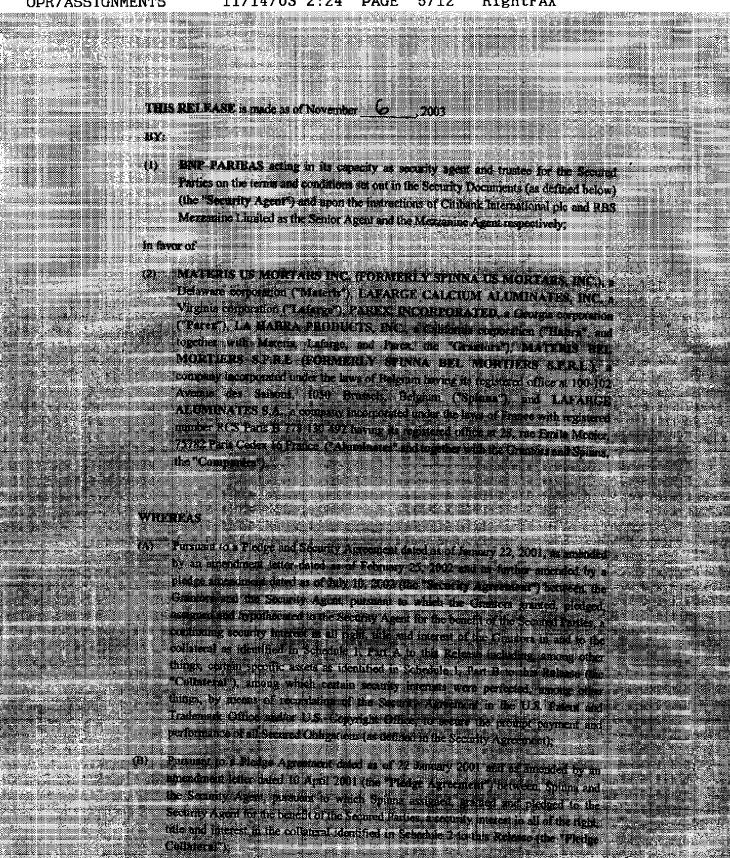
Registration Number 1944204

Registration Date December 26, 1995

Owner (REGISTRANT) La Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Loara Street Anaheim CALIFORNIA 92803

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together with the Security Agreement and the Piedge Agreement, the "Security Documents") between Aluminates and the Security Agent, pursuant to which Aluminates assigned, granted and pleaded 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:

- Terms defined in the Security Documents (including terms defined by reference to other documents) shall have the same meaning in this Release.
- The Security Agent without recourse representation or warranty hereby releases and tenulisates the security interest in the Released Collateral granted by and under the Security Decements.
- 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 excent all such documents as easy remarably be necessary to give effect to such release, including, without limitation, the delivery of any pieciged contributed absress and pletiged autos in the passersaion of the Security Agent, and notices of termination of any account control agreements, and/or the filling of UCC-3 termination statements and the filling of this Helmase with the U.S. Patent and Trademark Office and/or U.S. Copyright Office, to release the Release Collators.
- 4. This Release shall not discharge the Companies from any flabilities to the Sezurity Agent (whether in the capacity as traitee or otherwise) or any of the other Secured Parties restaining customicling at the date of this Release or from any other security.
- This Release may be executed in a mamber 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 considers one and the same instrument. Delivery of an executed counterpart of a significant page by fire shall be effective as delivery of a manually executed counterpart.
- 6. THIS RELEASE SHALL BY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHERROF this Release has been excepted by the Scourity Agent and the Companies and is interded to be stell is hereby delivered as of the date specified above.

London-N/ YOU (USAL)

2.

3662/21120

TRADEMARK

EXECUTED by

as doly authorized signard EAN BERGERET for and on behalf of

BNP PARIBAS as Security Agent

EXECUTED by For and on behalf of

Materis us mortars inc. (Formerly Spinna us mortars, inc.)

es duly authorized signatory
for and on behalf of

EXECUTED by

as duly sufficient algustery
for and on behalf of PAREX, DECORPORATED

EXECUTED by

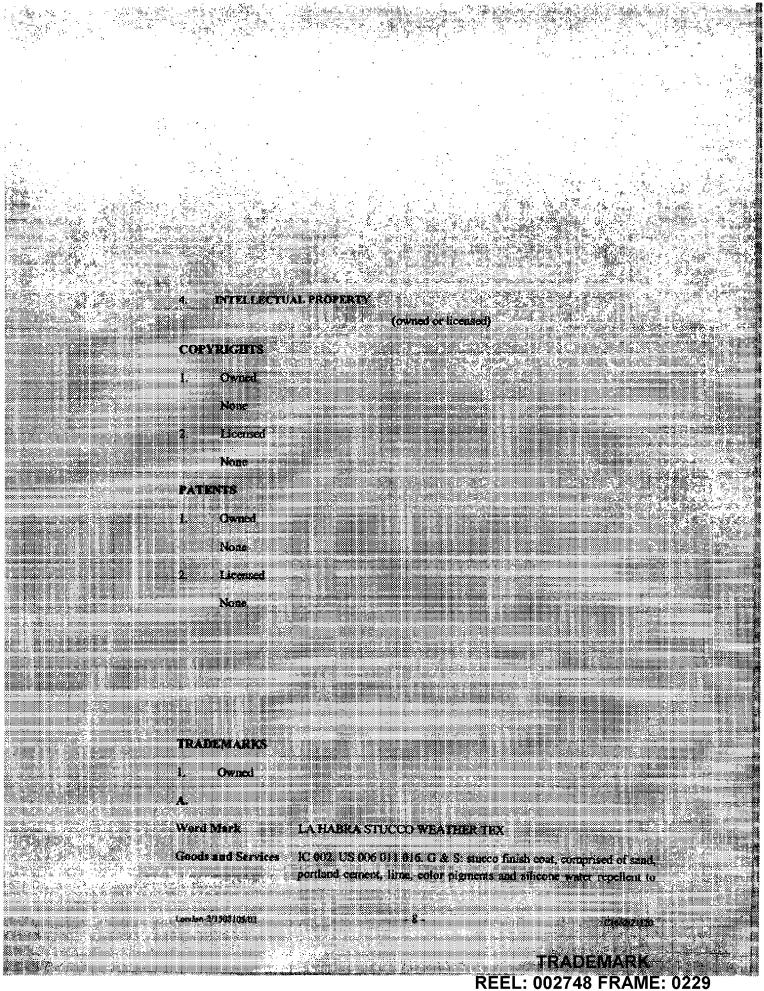
as duly authorized signatory

TRADEMARK

2008/021

OPR/ASSIGNMENTS

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resist adverse weather conditions, such as rain and snow and to addeduce pressure strength and abrasive resistance. FIRST USE: 19960707
FIRST USE IN COMMERCE: 19960708

Mark Drawing Code: (1) TYPED DRAWING

Serial Number

75146736

Piling Date

August 7, 1996

Published for

November 18, 1997.

Opposition-

Registration Number 2135354

Registration Date

Petatoary 10, 1998

f berne

(REGISTRANT) La Habra Producta Inc. CORPORATION CALIFORNIA 240 South Lours Arabeiro CALIFORNIA 2201

4

Word Mark

: (A:) [X.1

Goods and Services

IC 019, US 001 012 033 650, C & St. stucco coment mixes. FIRST USE: 19240000 FIRST USE IN COMMERCE: 19280000

Mark Drawing Code

(1) TYPED DRAWING

Serial Number

74637306

Filing Date

Petruary 22, 1995

Published for

May 28, 1996

Opposition

Registration Number 1994732

The Court Court

Registration Date

August 20, 1996

Owner

(REGISTRANT) La Habra Products, Inc. CORPORATION CALIFORNIA 240 South Louis Street Anabelin CALIFORNIA 2006/2

C.

Word Mark

La Habra Stikico

Goods and Sarving

TC 002, US 006 011 016, G-8-8; undercomings, scalar coalings and solar coalings for use with stuces. FIRST USE: 19740000, FIRST USE IN COMMERCE: 19580000

Mark Deswing Cods (1) TVDDD on 1 waster

Leader De Contract

. 0.

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OPR/ASSIGNMENTS

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Serial Number 74635383

Filing Date February 17, 1995

FRED ASTIU

Published for August 20, 1996

Opposition

Registration Number 2014842

Registration Date November 12, 1996

Owner (REGISTRANT) La Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Loars Street Anahemi CALIFORNIA 92803

D.

Goods and Services - IC 019, US 001 012 033 050, G & S; stacco, FIRST USE: 19880131,

FIRST USE IN COMMERCE: 19880131

Mark Drawing Code (2) DESIGN ONLY

Design Search Code - 02001 | 071 July 071 525 090502

Serial Number 7463 | 488

Filing Date February 8, 1995

Published for April 30, 1996

Oppositor

Registration Number -1988117

Registration Date | July 23, 1995

Owner (REGISTRANT) Lo Habro Products, Inc. CORPORATION

CALIFORNIA 240 South Lours Street Anaheim CALIFORNIA 92803

Word Mark POLY-BOND

Goods and Services 10.00), US 001 005 006 010 026 046, O.A.S. coment-based bording

agant designed to be used as a couring and adjunite fite descriptive trim

applied to stocco walls. FIRST USE: 19920303. FIRST USE: N

COMMPRCE, 19920303

Mark Drawing Code. (1) TYPED DRAWING

Serial Number 74629984

Filting Date February 6, 1995

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April 23, 1996 Published for Opposition Registration Number 1986746 Registration Date - July 16, 1996 (REGISTRANT) La Habra Products CALIFORNIA 240 South Loan: Street Anabelin CALIFORNIA 92803 **Word Mark** ROC-SET Goods and Services: IC 019, US 001 012 033 080, G & S; bedding coat used to give stucco marble-like appearance, FIRST USE, 1967(33), FIRST USE IN COMMERCE: 19670531 Mark Drawing Code (I) TYPED DRAWING 74629951 Serial Numbe February 6, 1995 Filing Date Published for January 16, 1996 Opposition Registration Number 1966523 Registration Care April 9, 1996 (KEGIŠTRANT FORNIA 240 South Loars Street Anaheim CALIFORNIA 92803 Word Mark La habra Wall Goods and Services IC 002, US 006 OT 1016, O.A.S. costings in the nature of a plaste undersont for substrates to be covered with success FIRST USE 19840618, PIRST USB IN COMMERCE, 19840618 (I) TYPED DRAWING Mark Drawing Code Serial Number 74629950 February 6, 1995 Filing Date Published for June 18, 1996 Opposition Registration Paumber 1999207 Registration Date September 10, 1996

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Charges

(REGISTRANT) Lo Habra Products, Inc. CORPORATION

CALIFORNIA 240 South Lears Street Analtein CALIFORNIA 92803

Word Mark

KONA-CRETE

Goods and Services

IC 002. US 006 011 016. G & St colored exterior paint for decise

PIRST USE: 19661130. PIRST USE IN COMMERCE: 19661130

Mark Drawing Code

(I) EYPED DRAWING

Serial Namber

74629949

Filing Date

February 6, 1995

Published for

October 3, 1995

Opposition

Registration Number 1944204

Registration Date

December 26, 1995

(REGISTRANT) La Habie Products, Inc. CORPORATION CALIFORNIA 240 South Lours Street Anabolin CALIFORNIA 92803

TRADEMARKS OWNED BY PARISH BUCKEN RATES

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

Registered on principal register March 13, 1990. Renewals must be filed every 10 years. Affidivit for renewal submitted Aug. 2000 Registration No. 1,586,382

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

(Class 16) Secretary of State of Georgia Centificate 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.

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

TRADEMARK REEL: 002748 FRAME: 0233 RECORDED: 11/17/2003