| Assignment Meruer Conveyance: Limited Partnershitp Limited Partnershitp Limited Partnershitp Limited Partnershitp Limited Partnershitp Corporation-States, a formed it assignes is not demicried in the United States, a formed it assignes is not demicried in the United States, a formed it assignes is not demicried in the United States, a formed it representation formation and Reloace of Security Independent Trademarks (Dromment ID No.: 1025/5991) Trademark (Dromment | Form PTO-1594 RECORDATION FOI (Rev. 03/01) TRADEMAI | RM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
|--|---|--|
| 1. Name of Curiveying party(iss): The Bank of Naw York Individual(s) | Tab settings | the result of the second secon |
| The Bank of New York Individual(c) Association Individual(c) Association Individual(c) Association Individual(c) Association Individual(c) Individual(c) | To the Honorable Commissioner of Patents and Trademarks: F | Please record the attached original documents of copy manager |
| The Bank of Now York Individual(s) Association Address: Suits 303 General Partnership Limited Portnorchip Christoparts Address: Suits 303 Gorporation-Stale: Christoparts Address: Suits 303 Street Address: Suits 303 Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) of conveying party(lea) attached? Yes S No Antimonal name(s) a didentified in the United Stales, a formatic interest interest in the United Stales, a formatic interest in | n Name of conveying party(iss): | |
| Individual (s) | The Bank of New York | |
| City: Willington State: DF Zip: 19801 | —————————————————————————————————————— | Address: Suite 303 |
| Individual(e) citszenship Individual(e) citszenship Association Association Association Association Association Individual(e) citszenship Individual(e) | ☐ General Partnership ☐ Limited Partnership | 1 |
| Association Association Association Association Association Association Assignment Meruer Change of Name Control Assignment Assignment Change of Name Control Assignment Assignment Change of Name Control Assignment Assignment Assignment Change of Name Control Assignment Assignment Assignment Assignment Assignment Assignment Assignment Assignment Additional number Additional numb | ☑ Corporation-State | City: Wilmington State: <u>DE</u> Zip: 1980 <u>1</u> |
| Antimonal name(s) of conveyance: Assignment | ☐ Other | ☐ Individual(s) citizenship |
| | _ | Association |
| Assignment | Additional name(s) of conveying party(ies) attached? 🔲 Yes 🔼 No | General Partnership |
| Security Agreement Change of Name Other Resubmission of Termination and Raibase of Security Interest in Trademarks (Pronument ID No.: 102515951) Interest in Trademarks (Pronument ID No.: 102515951) Execution Data: July 9, 2003 It assignes a not dominical in the United States, a dominical in the United States, and the Constitution of Additional number (a) additional number (b) Additional number (b) Additional number (b) Additional number (b) Additional number (c | 3. Nature of conveyance: | Limited Partnership |
| Cither Resultantission of Termination and Raibasc of Security Inferest in Trademarks (Donormant ID No.: 102515951) | ☐ Assignment ☐ Merger | ☑ Corporation-State: Delaware |
| Interest in Lindemarks (Chrommant (D.No.: 1925/15951 | ☐ Security Agreement ☐ Change of Name | Other |
| Execution Data: | Interest in Trademarks (Document ID No.: | representative designation it officient: Li Yes Li No (Consumatives must be a separate document from assignment) |
| A. Trademark Application No.(s) See Attached Additional number(s) attached N/A Additional number(s) attached N/A Additional number(s) attached N/A Summa and address of party to whom correspondence concerning document should be mailed: Name: Intellectual Property Docketing Internal Address: SHEARMAN & GTURLING LIP Internal Address: SHEARMAN & GTURLING LIP Total fee (37 CFR 3.41) \$ 140.00 Endows: Previously Paid Per Original Filing Dated July 24, 2003 Authorized to be charged to deposit account Street Address: 599 Lexington Avenue 8. If check is missing or otherwise insufficient, charge reposit account number: do-0324 (Attach deplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE | Execution Data: July 9, 2003 | Adultinisi flameta) di adelessivos discersis. |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Intellegical Property Docketing Internal Address: SHEARMAN & STERLING LLP Internal Address: SHEARMAN & STERLING LLP Street Address: 589 Lexington Avenue 8. If check is missing or otherwise insufficient, charge deposit account number: City: New York State: NY Zip: 10022 (Attach deplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE | A. Trademark Application No.(s) See Attached | N/A |
| Name: Intellectual Property Dockslind: Internal Address: SHEARMAN & STERLING LLP Internal Address: SHEARMAN & STERLING LLP Z4, 2003 Authorized to be charged to deposit account Street Address: 599 Lexington Avenue 8. If check is missing or otherwise insufficient, charge reposit account number: Site of the copy of this page if poying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and bellef, the forequing information is true and correct and any attached copy is a true copy of the | 5. Name and address of party to whom correspondence | 6 Total number of applications and |
| To tall fee (37 CFR 3.41) | <u> </u> | |
| | | 7. Total fee (37 CFR 3.41) |
| Street Address: 599 Lexington Avenue 8. If check is missing or otherwise insufficient, charge deposit account number: City: New York State: NY Zip: 10022 60-0324 (Attach deplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and hellef, the forequing information is true and corroct and any attached copy is a true copy of the | Internal Address: Strongwald & O Livering Co. | ☐ Endosed Previously Paid Per Original Filing Dated July |
| Street Address: 599 Lexington Avenue 8. If check is missing or otherwise insufficient, charge deposit account number 6ity: New York State: NY Zip: 10022 50-0324 (Attach deplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and hellef, the forequing information is true and correct and any attached copy is a true copy of the | | 24, 2003 |
| 8. If check is missing or otherwise insufficient, charge deposit account number City: New York State: NY Zip: 10072 50-0324 (Attach deplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and hellef, the forequing information is true and correct and any attached copy is a true copy of the | | Authorized to be charged to deposit account |
| (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and hellef, the foregoing information is true and corroct and any attached copy is a true copy of the | Street Address: 599 Lexington Avenue | |
| (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and hellef, the forequing information is true and corroct and any attached copy is a true copy of the | City: New York State: NY Zip: 10022 | |
| 9. Statement and signature. To the best of my knowledge and hellef, the foregoing information is true and corroct and any attached copy is a true copy of the | Oldy, 1167 (50) | (Attack disclinate conv of this page if paying by deposit account) |
| Statement and signature. To the best of my knowledge and hellef, the foregoing information is true and corroct and any attached copy is a true copy of the | IV I MOT US | 1 |
| Tamara L Hrivnak | Statement and signature. To the best of my knowledge and bellef, the foregoing information original document. | on is true and corroct and any attached copy is a true copy of the |
| Name of Person Signing Signature Date: toral number of pages including cover sheet, alteraments, and decument: 12 | Name of Person Signing Sig | The form |

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

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Application Numbers

| 75/8771033 10/000.62V 1 00 m = 1 | 75/872.013 | 75/658,220 | 75/646,946 | 76/114,148 | 76/109,498 | |
|----------------------------------|------------|------------|------------|------------|------------|--|
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NO ADDITIONAL PAGES

| Form PTC-1394 | U.S. DEPARTMENT OF COMME U.S. Patent and Trademark C |
|---|---|
| (Rev. 05/01) OMB No. 0651-0027 (exp. 5/31/2002) | |
| Tab settings | 102515951 |
| To the Honorable Commissioner of Pate | ents and Trademarks: Please record the attached original documents or copy thereof. |
| Name of conveying party(ins): | Name and Address of receiving party(ies) |
| The Bank of New York | Name: <u>Building Materials Investment Corporation</u> |
| ☐ Individual(9) ☐ Asso | Internal Address: Suite 303 |
| | ted Partnership Street Address: 300 Delaware Avenue |
| ☑ Corporation-State | City: Wilmington State: DE Zip: 19 |
| Other | Individual(s) citizenship |
| | Association |
| Additional name(s) of conveying party(les) atta | ached? Yes No General Partnership |
| 3. Nature of conveyance: | ☐ Umited Partnership |
| Assignment | |
| | ange of Name Other |
| ☐ Other Te <u>rmination and Rolopes of Sec</u> Trademarks | roprocedative application is attached drawning from a selection. |
| Execution Date: July 9, 2003 | Additional name(e) & address(es) anached: |
| A. Tradomark Application No.(s) See Attachert | 5877013 D. Tredemark Registration No.(F) |
| See Attachert | N/A Additional number(e) gibbohod ⊠ Yes □ No |
| See Attached 5. Name and address of party to whom corrections document should be mailed: | Additional number(s) ethached |
| See Attached 5. Name and address of party to whom corre | Additional number(a) attached 🗵 Yes 🔲 No espondence 6. Total number of applications and registrations involved: |
| See Attached 5. Name and address of party to whom corrections document should be mailed: | Additional number(e) gitached |
| See Attached Name and address of party to whom corrections decument should be malled: Name: <u>Intellectual Property Docketing</u> | Additional number(e) attached |
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| See Attached 5. Name and address of party to whom corrections document should be malled: Name: Intellectual Property Docketing Internal Address: SHEARMAN & STERLI | Additional number(e) gitached |
| See Attached Name and address of party to whom corrections document should be malled: Name: <u>Intellectual Property Docketing</u> Internal Address: <u>SHEARMAN & STERLI</u> Street Address: <u>599 Lexington Avenue</u> | Additional number(a) attached |
| See Attached Name and address of party to whom correctorceming document should be matted: Name: Intellectual Property Docketing Internal Address: SHEARMAN & STERLI Street Address: 599 Lexington Avenue City: New York State: NY | Additional number(e) attached |
| 5. Name and address of party to whom correctors and address of party to whom correctors and address: Shearman Docketing Internal Address: Shearman Avenue Street Address: S99 Lexington Avenue City: New York State: NY 9. Statement and signature. To the best of my knowledge and belief, to original document. Tamara L. Hriveak Name of Person Signing | Additional number(e) attached |

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

TRADEMARK REEL: 0028<u>09 FRAME: 05</u>19

SCHEDULE A

Applications for the following U.S. Trademarks were filed however the marks were not

| · · · · · · · · · · · · · · · · · · · | | |
|---------------------------------------|------------|------------|
| FLEXPLY 6 | 75/872013 | 12/16/1999 |
| GRAND CANYON | 75/658220 | 01/26/1999 |
| MASTER FLOW | 75/646946 | 02/24/1999 |
| MASTER FLOW | 76/1144148 | 08/21/2000 |
| SMART CHOICE-SOLUTIONS | 76/109498 | 08/14/2000 |

NO ADDITIONAL PAGES

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of July 9, 2003, from THE BANK OF NEW YORK, as Collateral Agent under that certain Security Agreement, dated as of December 22, 2000 among each Grantor (as defined in said Security Agreement), The Bank of New York, as Collateral Agent (the "Security Agreement") and BUILDING MATERIALS INVESTMENT CORPORATION, a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to The Bank of New York in its capacity as Collateral Agent under a certain grant of security interest agreement and under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on January 29, 2001, at Reci 002229; Frame 0056; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Collateral</u>: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and applications set forth on <u>Schedule A</u> attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.
- 2. <u>Release</u>: The Collatoral Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
- 3. <u>Recordation</u>: The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.
- 4. <u>Further Assurance</u>: The Collateral Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

C37780-[11801/328749v1

6 <u>Counterparts</u>: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK, as Collateral Agent

Name: Andres E. Serrano

Title: Vice President

200

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 1st day of July, 2003, before are personally appeared Andres B. Serrano to me known who, being by me duly sworn, did depose and say that he is a vice president of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.

NOTATY Public

MICAH J. DOOLEY

NOTARY PUBLIC, State of New York

No. 24-4753019

Qualified in Kings County

Certificate Filed in New York County

Commission Expense June 30, 76 07

SCHEDULE A

Applications for the following U.S. Trademarks were filed however the marks were not registered.

| FLEXPLY 6 | 75/872013 | 12/16/1999 | |
|------------------------|------------|------------|--|
| GRAND CANYON | 75/658220 | 01/26/1999 | |
| MASTER FLOW | 75/64694G | 02/24/1999 | |
| MASTER FLOW | 76/1144148 | 08/21/2000 | |
| SMART CHOICE-SOLUTIONS | 76/109498 | 08/14/2000 | |

SHEARMAN & STERLING LLP

PAE: 912-948-7179 TELEX: 667996 WUX WWW.shearman.com 599 LEXINGTON AVENUE NEW YORK, N.Y. 10022-6069 312 848-4000

waiter's direct number:

212-848-5329

July 24, 2003

ADU DEADI BELGING RIPARTS DÜCCELDORF FRANKFULT HOWN MUNO KONDON MANNETHA MENLO PARK MUNICH WRW YORK PARIS ROM SAN WHANGIAGO SINGAPORE TORYO TORONTO WASHINGTON, D.C.

Commissioner for Trademarks

Box Assignment Washington D.C. 20231

Re:

Recordation of Termination and Release of Security Interest in

Trademarks executed by The Bank of New York in favor of

Building Materials Investment Corporation

Our Ref: 48/466

Sir:

Enclosed for recording is a Termination and Release of Security Interest in Trademarks executed by The Bank of New York in favor of Building Materials Investment Corporation. Also enclosed is our check for \$140.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge such fees (or credit any overpayment) to Deposit Account No. 50-0324.

Please return the recorded Termination and Release to the undersigned.

I hereby out if y that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Trademarks, Washington, D.C.

20231, on July 24, 2003.

Tamara L. Huvnak

Respectfully submitted,

SHEARMAN & STERLING

599 Lexington Avenue New York, NY 10022

(212) 848-5329

Enclosure

Shearman & Storling LLP is a limited liability partnership organized in the United States under NYLEX:S04/381097.1 the laws of the State of Delaware, which laws limit the personal liability of partners.

FAX NUMBERS

(212) 848 7179 (212) 848-7180 (212) \$48 7181 (212) 848-7182 (212) 848-7183

SHEARMAN & STERLING

599 Lexington Avenue New York, New York 10022 Communications Dept. Telephone: (212) 848-8434

March 9, 2004

Reference No.

48/466

| | | Have recipients) | | |
|-------------|---|---|--------------|--------------|
| Name | Firm | Location | Fax Number | Office Phone |
| Steven Post | United States Patent and Trademark Office | Assignment Division, Office of Public Records | 703-306-5995 | 703-308-9723 |

From

Name:

Tamara L. Hrivnak

Telephone:

212-848-5329

Fax Number:

646-848-5329

Room:

408

Pages transmitted (including cover sheet): 13

Comments:

See Attached

Contidentiality Note: The information transmitted in this facsimale message is sent by an attorney or his/her agent, is intended to be confidential and for the use of only the individual or entity named above. If the recipient is a client, this message may also be for the purpose of rendering legal advice and thereby privileged. If the reader of this message is not the intended recipient, you are hereby notified that any retention, discremination, distribution or copy of this telescopy is strictly prohibited. If you have received this factimile in error, please immediately notify us by telephone and return the original through the original through the property of the second control of the received this factimile in error, please immediately notify us by telephone and return the original through the second control of the received this faction of the received this faction is at the received this faction of the received this faction of the received this faction of the received through the received the received this faction of the received this faction of the received this faction of the received through the received this faction of the received through Please note the total number of pages to be transmitted. If you do not receive the number indicated, please call the Communications Department at (212) 848-8434. the address above via the mail service (we will reimburse postage). Thank you.

STRADEMARK

REEL: 002809 FRAME: 0527

SHEARMAN & STERLING LLP

wan: 212-848-7179 TELEM: 667290 WUI WWW.shearman.com 599 LUXINGTON AVENUE NEW YORK, N.Y. 10022-6069 212 848-4000

WEITER'S DIRECT NUMBER:

212-848-5329

March 9, 2004

ICARO DUA BETHING BETS\$ELS DÜ5\$#LDORF FRANKFURT HONG KONG LONTOON HANNIE BLA MINNU PARK MUNIOR NEW YOUR PARIS ROME BAN PRANCISCO SINGAPORE POSTO TORONTO WASEINGTON, D.C.

Examiner Steven Post United States Patent and Trademark Office Assignment Division, Office of Public Records

Re:

Resubmission for Recordal of Termination and Release of Security Interest in Trademarks following Notice of Non-Recordation of Document (Document ID number 102515951)

Our Ref: 48/466_

Dear Examiner Post:

We are in receipt of the Notice of Non-Recordation of Document (ID No.: 102515951). As requested, we resubmit the following documents:

(1) A new cover sheet.

(2) A copy of the Notice of Non-Recordation of Document (comprising the notice, the original cover sheet and the attached document to be recorded).

Please do not he sitate to contact me by phone, (212) 848-5329, if you require any further information or revisions. Thank you again for your assistance on this matter.

I hereby certify that this correspondence is being factimate transmitted to the Patent and Trademark Office, Assignment Recordation Branch, Office of Public Records (fax No. (703) 306-

.5995) on March 9.12004.

Respectfully submitted,

By:

Tamara L. Hrivnak, Esq. SHEARMAN & STERLING LLP

599 Lexington Avenue

New York, NY 10022

(212) 848-5329

REEL: 002809 FRAME: 0528



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PAINT AND TRADEMARK OFFICE

FEBRUARY 17, 2004

PTAS

1025159518

SHEARMAN & STERLING LLP TAMARA L. HRTVNAK 599 LEXINGTON AVENUE NEW YORK, NY 10022

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102515951

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED. IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITR 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY OUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. ONE MAY REVIEW 761144148-ONE TOO MAY DIGITS FOR TRUSTER FOOD.

STEVEN POST, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

RECORDED: 07/31/2003