

01-20-2004



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1-8-04  
Fleet National Bank, as Administrative Agent  
(Successor to BankBoston, N.A.)  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Wing Industries, Inc.  
Internal Address: c/o Wing Industries Factory  
Street Address: 6202 Industrial Drive  
City: Greenville State: TX Zip: 75402  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Texas  
 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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Release of Security Interest  
Execution Date: 12/10/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) SEE EXHIBIT A  
ATTACHED HERETO  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) SEE EXHIBIT A  
ATTACHED HERETO.  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Judy Carner  
Internal Address: c/o CSC  
Street Address: 80 State St  
6th Floor  
City: ALBANY State: NY Zip: 12207  
City: ALBANY State: NY Zip: 12207  
City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 6  
7. Total fee (37 CFR 3.41).....\$ 140.00/165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
JAN - 8  
A 10: 12

9. Signature. 40.00 OP  
125.00 OP  
James P. Murphy  
Name of Person Signing                      James P. Murphy Signature  
December 31, 2003  
Date

DO NOT USE THIS SPACE  
6

Total number of pages including cover sheet, attachments, and document: 6  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231



01-08-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK  
REEL: 002898 FRAME: 0482

## Exhibit A

### LIST OF TRADEMARKS (WING INDUSTRIES, INC.)

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
Wing Industries, Inc.	MUSEUM	2,105,433	10/14/1997	USA
Wing Industries, Inc.	GLOBE LOGO	2,138,783	02/24/1998	USA
Wing Industries, Inc.	LA DOOR	2,138,789	02/24/1998	USA
Wing Industries, Inc.	ROSEMONT	2,181,803	08/18/1998	USA
Wing Industries, Inc.	WING	2,138,773	02/24/1998	USA
Wing Industries, Inc.	APPLAUSE	1,925,477	10/10/1995	USA

## RELEASE OF SECURITY AGREEMENT

**THIS RELEASE OF SECURITY AGREEMENT** (this "Release") is made as of December 10, 2003 ("Effective Date") by and between Atrium Companies Inc. as Borrower and the Guarantors party to the Security Agreement (collectively, "Pledgors"), and Fleet National Bank which is the legal successor to BankBoston, N.A. as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Administrative Agent").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement, dated as of October 2, 1998, as amended by Amendment No. 1 to Security Agreement dated as of October 25, 2000 between the Pledgors and the Administrative Agent (the "Security Agreement"), Pledgors pledged, assigned and granted to the Administrative Agent a continuing first priority security interest in all of its right, title and interest in and to the Pledged Collateral (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Trademarks"), the patent registrations and applications set forth on Schedule 2 hereto (collectively, the "Patents"), and the copyright registrations and applications set forth on Schedule 3 hereto (collectively, the "Copyrights"), together with the goodwill associated therewith;

**WHEREAS**, Pledgors and the Administrative Agent entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of October 2, 1998, as Amended and Restated October 25, 2000 by and between Pledgors and the Administrative Agent (the "Credit Agreement")

**WHEREAS**, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on October 26, 1998 at Reel 1804, Frame 0365; the Security Agreement relating to Patents was recorded with the Patents Division of the U.S. Patent & Trademark Office on October 26, 1998 at Reel 9525, Frame 0464.; and the Security Agreement relating to Copyrights was filed with the U.S. Copyright Office on October 21, 1998 at Vol. 3424, Page 324;

**AND WHEREAS**, The Borrower has paid in full all of its outstanding Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Pledged Collateral, without warranty or recourse.

If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Pledged Collateral, it hereby assigns and transfers such rights, title or interest to Pledgors.

The Administrative Agent shall take all further actions, and provide to Pledgors and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), requested by Pledgors to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, The Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Fleet National Bank, as Administrative Agent

By: Michael DiSandro  
Name: MICHAEL DISANDRO  
Title: DIRECTOR

# Exhibit A

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