

7-17-04

07-22-2004

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RECORDATION TRADEMARKS OFFICE

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

1. Name of conveying party(ies): National Gypsum Properties, LLC. Association, Limited Partnership, Corporation-State, Other limited liability company. Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies): Bank of America, N.A., as Collateral Agent. Address: 101 N. Tryon St., Charlotte, NC 28255. Other national association.

3. Nature of conveyance: Security Agreement. Execution Date: July 15, 2004.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/505,462. B. Trademark Registration No.(s) 2,648,800. Additional number(s) attached Yes

6. Total number of applications and registrations involved: 13

5. Name and address of party to whom correspondence concerning document should be mailed: Allyson C. Grainger, Suite 2900, 100 N. Tryon Street, Charlotte, NC 28202-4011.

7. Total fee (37 CFR 3.41) \$ 340.00. Enclosed. 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Allyson C. Grainger, Name of Person Signing. Signature: [Handwritten Signature], Date: 7-16-04. Total number of pages including cover sheet, attachments, and document: 7

07/22/2004 6T0H11 00000028 76505462 01 FC:0521 02 FC:0522 40.00 OP 300.00 OP

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

MARKS

SCHEDULE A

| <u>MARK</u> | <u>FILE DATE / REG DATE</u> | <u>APP# / REG#</u> |
|-----------------------------|-----------------------------|--------------------|
| Armor Wall | 07/09/2001 | 76/282,798 |
| Seaspray HS MVR | 11/12/2002 | 2,648,800 |
| Shaftliner XP | 04/10/2003 | 76/505,462 |
| Seaspray Hi-Strength MVR | 08/12/2003 | 2,749,649 |
| XP | 09/03/2003 | 76/542,703 |
| Pyramid Design Logo | 07/01/2003 | 76/526,784 |
| Pyramid Design Logo | 07/01/2003 | 76/526,785 |
| Pyramid Design Logo | 07/01/2003 | 76/526,783 |
| Ultra | 01/22/2004 | 76/571,312 |
| NGC4ME.COM | 02/24/2004 | 76/577,030 |
| WWW.NGC4ME.COM (and Design) | 02/24/2004 | 76/577,031 |
| Gridmarx | 03/25/2003 | 76/501,308 |
| Gridmarx (and Design) | 03/25/2003 | 76/501,319 |

C-888409v03_11947.01132

ASSIGNMENT OF SECURITY INTEREST

IN UNITED STATES PATENTS AND TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NATIONAL GYPSUM PROPERTIES, LLC, a Delaware corporation (the "Assignor"), having its chief executive office at 2001 Rexford Road, Charlotte, NC 28211, hereby assigns and grants to BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), with offices at 101 North Tryon Street, Charlotte, NC 28255 a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Amended and Restated Pledge and Security Agreement, dated as of July 15, 2004, among the Assignor, the Collateral Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(a) or 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Benefited Parties under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

15 IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of July, 2004.

NATIONAL GYPSUM PROPERTIES, LLC,
as Assignor

By: 
Name: Richard G. Parkhurst
Title: Treasurer

BANK OF AMERICA, N.A., as
Collateral Agent

By: _____
Name: _____
Title: _____

15 IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of July, 2004.

NATIONAL GYPSUM PROPERTIES, LLC,
as Assignor

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A., as
Collateral Agent

By: Maria A. McClain

Name: MARIA A. MCCLAIN

Title: ASST. VICE PRESIDENT

PATENTS

SCHEDULE B

Pending Applications

| <u>TITLE</u> | <u>FILING DATE</u> | <u>SERIAL NO.</u> |
|--|--------------------|-------------------|
| Method and apparatus for applying reference markings to wallboard during manufacture | 03/20/2003 | 10/393,079 |
| Lightweight joint compound containing stable air pockets | 03/19/2003 | 10/249,160 |
| System and method for protecting management software | 10/14/2003 | 60/511,013 |
| System and method for protecting management records | 12/30/2003 | 10/748,080 |
| Lightweight wallboard compositions containing natural polymers | 09/11/2002 | 10/241,179 |
| Wallboard containing scrim and matt | 04/15/2003 | 10/249,507 |
| National Gypsum Company | 04/21/2004 | 10/828,751 |
| Lightweight joint treatment formulation | 10/01/2002 | 10/262,235 |
| Cementitious panel with basalt fiber reinforced major surface(s) | 10/16/2001 | 09/978,868 |
| Display sign for stackable products | 04/24/2003 | 10/249,622 |
| Method and system for a computer network based customer interface | 06/25/2002 | 10/183,321 |
| Apparatus and method for reducing wallboard waste during manufacture | 07/01/2002 | 10/187,773 |
| Gypsum wallboard core and method and apparatus for making the same | 01/09/2004 | 10/707,761 |
| Methods and systems of producing a highly abrasion resistant paper | 10/24/2003 | 60/514,279 |
| Gypsum layered panels containing styrene butadiene latex additive | 01/07/2003 | 10/337,447 |
| Method of preparing gypsum wallboards containing styrene butadiene latex | 01/07/2003 | 10/337,563 |
| System and method for plant management | 04/21/2003 | 60/464,461 |
| Apparatus for manufacturing gypsum board | 05/25/1994 | 08/248,664 |

Issued Patents

| <u>TITLE</u> | <u>FILE DATE</u> | <u>PATENT NO.</u> |
|--|------------------|-------------------|
| Method of providing void spaces in gypsum wallboard and in a gypsum core composition | 03/16/2004 | 6,706,128 |
| Method of producing calcium sulfate alpha-hemihydrate | 11/25/2003 | 6,652,825 |
| Pre-blend composition, and method of making joint compound using same | 03/30/2004 | 6,712,897 |
| Joint compound and method of making same | 08/20/2002 | 6,436,185 |
| Joint compound and method of making same | 11/11/2003 | 6,645,291 |
| Gypsum composition with ionic styrene butadiene latex additive | 02/25/2003 | 6,525,116 |
| Wallboard bundling tape and method | 02/11/1992 | 5,087,310 |
| Gypsum wallboard composition, wallboard pane, and method of making same | 02/06/2001 | 6,184,287 |
| Framing components of expanded metal, and method of making such components | 06/11/1996 | 5,524,410 |
| Pneumatic type spinning apparatus for reducing waste | 02/21/1995 | 5,390,485 |