

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. as Administrative Agent		04/29/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Custom Building Products
<b>Street Address:</b>	13001 Seal Beach Boulevard
<b>City:</b>	Seal Beach
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90740
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	620647	FIXALL
Registration Number:	991208	WONDER-BOARD
Registration Number:	1609793	LEVEL QUIK
Registration Number:	1578399	PATCH-N-PAINT
Registration Number:	1604678	POLYBLEND
Registration Number:	1592031	CUSTOM PLUG
Registration Number:	1594249	QUIK-FIX
Registration Number:	1595397	POUR-STONE
Registration Number:	1622534	FLEX-BOND
Registration Number:	1685871	CUSTOM
Registration Number:	1652422	CUSTOM-SEAL
Registration Number:	1654322	CUSTOM-PATCH
Registration Number:	1655570	CUSTOM-FLOAT
Registration Number:	1738343	FLOOR-BOARD

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Registration Number:	1864454	TROWEL & SEAL
Registration Number:	1899471	WALLPAPER PAL
Registration Number:	1899472	BORDER BUDDY
Registration Number:	1895774	CUSTOM BUILDING PRODUCTS
Registration Number:	1994332	A.S.K.
Registration Number:	1943418	WHEN IT'S CUSTOM, IT FITS THE JOB
Registration Number:	1951204	CUSTOM-CRETE
Registration Number:	2201843	TILELAB
Registration Number:	2163558	STONEGLOSS
Registration Number:	2223339	STONEWASH
Registration Number:	2205005	PREMIUM PLUS
Registration Number:	2259316	RELIABOND
Registration Number:	2287412	VERSABOND
Registration Number:	2275798	ACRYLPRO
Registration Number:	2303633	CFLEXPRO
Registration Number:	2311886	M-FLEX STRATA
Registration Number:	2311887	M-BOND ULTRA
Registration Number:	2335953	CUSTOMBLEND
Registration Number:	1235292	C-CURE
Registration Number:	1343666	C-CURE
Registration Number:	1344430	C-CURE
Registration Number:	1870225	C-CURE
Registration Number:	1923646	CUREBOND
Registration Number:	1946481	CURECRETE
Registration Number:	1925456	CURECRYLIC
Registration Number:	1929506	CUREFAST
Registration Number:	1952538	CUREFLEX
Registration Number:	1924949	CUREELASTIC
Registration Number:	1925455	CUREMIX
Registration Number:	1913339	EVERWHITE
Registration Number:	1335536	LEVELCURE
Registration Number:	1544059	MARBLMATE
Registration Number:	1388324	MP
Registration Number:	1974581	MULTIFLEX
Registration Number:	1398538	PERMABOND

Registration Number:	2024362	SOUNDCURE
Registration Number:	2273285	SURFACEGARD
Registration Number:	1713692	ULTRACURE
Registration Number:	1269866	UNIFLEX
Registration Number:	1913340	UNILAYMENT

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

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

Phone: 202-721-6405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	05/18/2005

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE is made as of April 29, 2005 (the "Effective Date") among Custom Building Products, a California corporation (the "Grantor"), and Bank of America, as administrative agent (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties (as defined in the Trademark Security Agreement, as hereinafter defined).

WHEREAS, pursuant to the terms and conditions of (i) that certain Trademark Security Agreement, dated as of August 6, 1999, among the Grantors (as defined in the Trademark Security Agreement) and the Administrative Agent (the "Trademark Security Agreement") and (ii) that certain First Amendment to Trademark Security Agreement, dated as of October 12, 2001 among the Grantors and the Administrative Agent (the "Amended Trademark Security Agreement"), security interests were granted by the Grantor to the Administrative Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, the Trademark Security Agreement relating to the Pledged Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on August 27, 1999, at Reel 1950, Frame 0815;

WHEREAS, the Amended Trademark Security Agreement relating to the Pledged Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on January 25, 2002, at Reel 2430, Frame 0111; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to each of the Trademark Security Agreement and the Amended Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Grantor's United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and

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(c) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Administrative Agent in such Pledged Trademarks shall hereby cease and become void.


3. Further Assurances: The Administrative Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest

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

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

By:   
Name: Brenda H. Little  
Title: Assistant Vice President

Schedule I

Mark	Reg. Date	Reg. No.
FIXALL	02/07/1956	0620647
WONDER-BOARD	08/20/1974	0991208
LEVEL QUIK	08/14/1990	1609793
PATCH-N-PAINT	01/16/1990	1578399
POLYBLEND	07/03/1990	1604678
CUSTOM PLUG	04/17/1990	1592031
QUIK-FIX	05/01/1990	1594249
POUR-STONE	05/08/1990	1595397
FLEX-BOND	11/13/1990	1622534
CUSTOM	05/12/1992	1685871
CUSTOM-SEAL	07/30/1991	1652422
CUSTOM-PATCH	08/20/1991	1654322
CUSTOM-FLOAT	09/03/1991	1655570
FLOOR-BOARD	12/08/1992	1738343
TROWEL & SEAL	11/29/1994	1864454
WALLPAPER PAL	06/13/1995	1899471
BORDER BUDDY	06/13/1995	1899472
CUSTOM BUILDING PRODUCTS	05/30/1995	1895774
A.S.K.	08/20/1996	1994332
WHEN IT'S CUSTOM, IT FITS THE JOB	12/26/1995	1943418
CUSTOM-CRETE	01/23/1996	1951204
TILELAB	11/03/1998	2201843
STONEGLOSS	06/09/1998	2163558
STONEWASH	02/09/1999	2223339
PREMIUM PLUS	11/24/1998	2205005
RELIABOND	07/06/1999	2259316
VERSABOND	10/19/1999	2287412
ACRYLPRO	09/07/1999	2275798
CFLEXPRO	12/28/1999	2303633
M-FLEX STRATA	01/25/2000	2311886
M-BOND ULTRA	01/25/2000	2311887
CUSTOMBLEND	03/28/2000	2335953
C-CURE	04/19/1983	1235292
C-CURE	06/25/1985	1343666
C-CURE	06/25/1985	1344430
C-CURE	12/27/1994	1870225
CUREBOND	10/03/1995	1923646
CURECRETE	01/09/1996	1946481
CURECRYLIC	10/10/1995	1925456
CUREFAST	10/24/1995	1929506

CUREFLEX	01/30/1996	1952538
CURELASTIC	10/10/1995	1924949
CUREMIX	10/10/1995	1925455
EVERWHITE	08/22/1995	1913339
LEVELCURE	05/14/1985	1335536
MARBLMATE	06/20/1989	1544059
MP	04/01/1986	1388324
MULTIFLEX	05/21/1996	1974581
PERMABOND	06/24/1986	1398538
SOUNDCURE	12/17/1996	2024362
SURFACEGARD	08/31/1999	2273285
ULTRACURE	09/08/1992	1713692
UNIFLEX	03/13/1984	1269866
UNILAYMENT	08/22/1995	1913340