

01-13-2005



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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

1-13-05

1. Name of conveying party(ies):

Canadian Imperial Bank of Commerce

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

Execution Date: 12/28/2004

2. Name and address of receiving party(ies)

Name: Thermal Industries, Inc.

Internal

Address: _____

Street Address: 301 Brushton Avenue

City: Pittsburgh State: PA Zip: 15221

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/360,366

B. Trademark Registration No.(s) 2,143,647 and add'l numbers on attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Luis Rodriguez
Corporation Service Company
Internal Address: 1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: order # 140751-20
cm # 15370.301

City: New York State: NY Zip: _____

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

12/28/2004

Date

01/14/2005 ECOOPER 00000013 76360366

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 003103 FRAME: 0821

Exhibit A

LIST OF TRADEMARKS (THERMAL INDUSTRIES, INC.)

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Thermal Industries, Inc.	Registered Trademark on Supplemental Register U.S. Registration No. 2,143,647	ALARM READY
Thermal Industries, Inc.	Registered Trademark U.S. Registration No. 2,133,038	DREAM
Thermal Industries, Inc.	Registered Trademark U.S. Registration No. 2,157,267	DREAMGLAS
Thermal Industries, Inc.	Registered Trademark U.S. Registration No. 1,767,158	DREAMSPACE
Thermal Industries, Inc.	Registered Trademark U.S. Registration No. 1,928,557	DREAMSPACE
Thermal Industries, Inc.	Registered Trademark U.S. Registration No. Reg. No. 2,780,340	E3 MAX GLASS
Thermal Industries, Inc.	Pending Trademark Ap- plication Serial No. 76/360,366	PARK AVENUE
Thermal Industries, Inc.	Registered Trademark on Supplemental Register U.S. Registration No. 2,267,858	SNAP-TRAK

RELEASE OF SECURITY AGREEMENT

THIS RELEASE OF SECURITY AGREEMENT (this "Release") is made as of December 28, 2004 (the "Effective Date") by and between Atrium Companies, Inc. as Borrower and the Guarantors party to the Security Agreement (collectively, the "Pledgors"), and Canadian Imperial Bank of Commerce, 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 December 10, 2003 among the Pledgors and the Administrative Agent (the "Security Agreement"), the 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 December 10, 2003, as amended September 1, 2004 by and among the 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 January 16, 2004 at Reel 002903, Frame 0044 and the Security Agreement relating to Patents was recorded with the Patents Division of the U.S. Patent & Trademark Office on January 16, 2004 at Reel 014926, Frame 0591;

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

Canadian Imperial Bank of Commerce, as Administrative Agent

By: William J. Kelleher
Name: William J. Kelleher
Title: Managing Director

Schedule 1

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