

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banque Paribas		06/27/2005	Administrative Agent:
RECEIVING PARTY DATA			
Name:	Amerimax Home Products, Inc.		
Street Address:	450 Richardson Drive		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1791638	PERM-A-SPOUT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Julie L. Dalke		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/atk/		
Date:	07/13/2005		
Total Attachments: 5 source=758101#page1.tif			

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Amerimax Home Products, Inc., a Delaware corporation ("Amerimax"), is the owner of: (1) the trademark registrations and applications set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademark registrations and applications (the "Trademarks"); and (2) the patents and patent applications set forth in Schedule B (the "Patents," together with the Trademarks the "Intellectual Property").

WHEREAS, pursuant to a certain Trademark Security Agreement dated as of September 25, 1996, by and among BANQUE PARIBAS, as Agent for the Secured Parties (the "Collateral Agent") and Amerimax, in favor of the Collateral Agent (the "Trademark Security Agreement") the Collateral Agent was and is authorized to take certain actions necessary or appropriate relating to the Trademarks, including to grant and convey a release thereof.

WHEREAS, pursuant to a certain Patent Security Agreement dated as of September 25, 1996 by and among BANQUE PARIBAS, as Collateral Agent and Amerimax, in favor of the Collateral Agent (the "Patent Security Agreement," together with the Trademark Security Agreement, the "Intellectual Property Security Agreements"), the Collateral Agent was and is authorized to take certain actions necessary or appropriate relating to the Patents, including to grant and convey a release thereof.

WHEREAS, pursuant to the Trademark Security Agreement, Amerimax granted to the Collateral Agent a security interest in all of Amerimax's right, title and interest in, to and under any and all past, present and future trademarks, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Trademarks. [*Grant as specified in the applicable Trademark Security Agreement*]

WHEREAS, pursuant to the Patent Security Agreement, Amerimax granted to the Collateral Agent a security interest in all of Amerimax's right, title and interest in to and under the Patents. [*Grant as specified in the applicable Patent Security Agreement*]

WHEREAS, the Trademark Security Agreement was duly recorded with the United States Patent and Trademark Office on October 2, 1996 at Reel/Frame No. 1513/0009.

WHEREAS, the Patent Security Agreement was duly recorded with the United States Patent and Trademark Office on October 2, 1996 at Reel/Frame No. 008178/0314.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations [*or other term as applicable*] as defined in the Trademark Security Agreement has been made, and hereby releases and discharges all right, title and interest in (if any), to and under Amerimax's past, present and future trademarks and reassigns any and all rights conveyed thereunder (if any), as if said agreement had never been entered into, to Amerimax.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations [*or other term as applicable*] as defined in the Patent Security Agreement has been made, and hereby releases and discharges all right, title and interest in (if any), to and under Amerimax's past, present and future inventions, patents, and patent applications and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, and reassigns any and all rights conveyed thereunder (if any), as if said agreement had never been entered into, to Amerimax.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest granted to the Collateral Agent under the Trademark Security Agreement and re-assigns to Amerimax all of its right, title, and interest (if any) conveyed thereunder, in the trademarks, technology and know-how of Amerimax, whether currently or hereafter in existence, and all licenses, royalties and other monies relating thereto, including but not limited to each Trademark set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by any of the aforesaid trademarks and the registrations of and applications for any of the aforesaid trademarks.

2. The Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest granted to the Collateral Agent under the Patent Security Agreement and re-assigns to Amerimax all of its right, title, and interest (if any) conveyed thereunder, in the inventions, patents, patent applications, technology and know-how of Amerimax, including all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, whether currently or hereafter in existence, and all licenses, royalties and other monies relating thereto, including but not limited to each Patent set forth in Schedule B, attached hereto and made a part hereof.

3. This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Release") has been executed and delivered by the Collateral Agent for the purposes described herein and for recordation, at Amerimax's expense, with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world.

4. The Collateral Agent has a continuing obligation, at Amerimax's expense, to sign all agreements, documents, or otherwise, necessary to carry out this Release and the obligations herein.

5. This Release shall be binding upon and inure to the benefit of Amerimax's legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer, effective the \_\_\_\_ day of June, 2005.

Banque Paribas, as the Collateral Agent

By: 

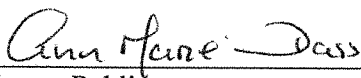
Name: CECILE SCHERER  
Director

Title: Merchant Banking Group

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27 day of June, 2005, personally appeared Cecile Scherer who, being by me duly sworn, deposes and says that he/she is the Director of BANQUE PARIBAS, a Banking corporation, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

  
Notary Public

ANN MARIE DASS  
Notary Public, State of New York  
No. 01DA6098659  
Qualified in Queens County  
Commission Expires Sept. 15, 2007

My Commission Expires:

September 15, 2007

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

**AMERIMAX HOME PRODUCTS, INC.**

<b>Federal TM Registration</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
<b>PERM-A-SPOUT</b>	<b>74/325,085 1,791,638</b>	<b>10/23/1992 9/7/1993</b>

**SCHEDULE B  
TO  
RELEASE OF SECURITY INTEREST  
IN PATENTS**

**AMERIMAX HOME PRODUCTS, INC.**

<b>U.S. Patent Number</b>	<b>Title</b>	<b>Issue Date</b>
<b>4718214</b>	<b>Reinforced siding panel</b>	<b>01/12/1988</b>
<b>4995308</b>	<b>Roof ventilating apparatus</b>	<b>02/26/1991</b>
<b>5035172</b>	<b>Roof ventilating apparatus</b>	<b>07/30/1991</b>
<b>5044581</b>	<b>Gutter guard screen support clip</b>	<b>09/03/1991</b>
<b>5228247</b>	<b>Gutter guard ferrule</b>	<b>07/20/1993</b>
<b>5441364</b>	<b>Splash block</b>	<b>08/15/1995</b>