11-15-00
06-10-2005U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form O-1594

TRADEMARKS (10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings → → → ▼



103018879...

To the Honorable Commissioner of,

and original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

☐

Individual(s)

☒

Association

☐

General Partnership

☐

Limited Partnership

☐

Corporation-State

☐

Other

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Release of Security Interest

Execution Date: August 27, 2004

2. Name and address of receiving party(ies)

Name: Walls Holding Company, Inc.

Internal

Address: 1905 N. Main Street

Street Address: 1905 N. Main Street

City: Cleburne State: TX Zip: 76033

☐

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) 838,870; 2,000,548
see attached

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Julie H. Cooper

Internal Address:

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie H. Cooper

Name of Person Signing

Signature

11/9/04

Date

5

11/19/2004 DRYRNE 00000110 838870

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

01 FC:8521
02 FC:852240.00 MP
50.00 OPDocuments to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003177 FRAME: 0832



EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
COMMANDER	United States	838,870	November 14, 1967
MISCELLANEOUS DESIGN (DUCK)	United States	2,000,548	September 17, 1996
WHISPER-SOFT	United States	2,157,064	May 12, 1998

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 27 day of August, 2004, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association in its capacity as agent (the "Agent") for itself and each financial institution party to the Credit Agreement as defined below (the "Lenders").

WHEREAS, WALLS HOLDING COMPANY, INC., a corporation organized under the laws of the State of Delaware (herein referred to as the "Debtor"), Walls Industries, Inc., Cleburne, Texas, a corporation organized under the laws of the State of Delaware (the "Borrower"), the Agent, the Lenders and the other parties thereto entered into that certain Credit Agreement dated as of March 20, 1997 (as amended through the date hereof, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Debtor and the Agent entered into that certain Security Interest Assignment of Trademarks, dated as of January 26, 2004 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Agent was granted a security interest in, among other things, all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Collateral").

Such Security Agreement was filed with the United States Patent and Trademark Office on March 4, 2004, and recorded against the Trademark Collateral on Reel/Frame 2923 / 0819.

WHEREAS, the Agent has received consideration for a full and complete release of the security interest in and liens in the Collateral, and now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Agent represents and agrees as follows:

1. The Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to Debtor.
2. The Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. The Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Collateral, and that it has not practiced or sublicensed any of the Collateral.
3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to the Agent and reconvey such rights to Debtor.

4. The Agent agrees that hereafter it will not take any action with respect to the Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: *[Signature]*
Roger Fruendt
Senior Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

On the 27 day of August, 2004, before me personally came Roger Fruendt to me known, who, being by me duly sworn, did depose and say that he or she is the Sr Vice Pres of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

[SEAL]

Karen Witsberger
Notary Public

My commission expires:

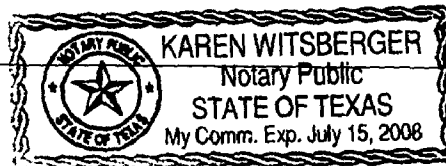




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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: *[Signature]*
Roger Fruendt
Senior Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

On the 27 day of August, 2004, before me personally came Roger Fruendt to me known, who, being by me duly sworn, did depose and say that he or she is the Sr Vice Pres of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

[SEAL]

Karen Witsberger
Notary Public

My commission expires:

