

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA LEASING & CAPITAL, LLC	FORMERLY FLEET CAPITAL CORPORATION, BANKBOSTON N.A., FLEET NAT'L BANK	10/03/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ALABAMA METAL INDUSTRIES CORPORATION
Street Address:	3556 LAKESHORE ROAD
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14219
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1319387	GATOR-GRATE
Registration Number:	1508148	GATOR-DECK
Registration Number:	1122786	KORDEK
Registration Number:	2337053	SAFETY GRIP
Registration Number:	2189215	DIAMOND GRIP
Registration Number:	1921479	SECURA LATH
Registration Number:	1904092	SECURA FENCE SYSTEM
Registration Number:	1912984	AMICO
Registration Number:	1915974	AMICO
Registration Number:	1910087	ZIP STRIP
Registration Number:	1900341	STAY-FORM
Registration Number:	1901456	ORNAMESH
Registration Number:	1904088	SECURA MESH

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Registration Number:

0606894

RIV-DEXTEEL

CORRESPONDENCE DATA

Fax Number: (716)853-5199

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

Phone: 7168535100

Email: jhains@lippes.com

Correspondent Name: JOHN P. HAINS

Address Line 1: 665 MAIN STREET

Address Line 2: SUITE 300

Address Line 4: BUFFALO, NEW YORK 14203

NAME OF SUBMITTER:

JOHN P. HAINS

Signature:

/j p hains/

Date:

11/16/2005

Total Attachments: 8

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Banc of America Leasing & Capital, LLC
300 Galleria Parkway, N.W.
Suite 800
Atlanta, Georgia 30339

October 3, 2005

Alabama Metal Industries Corporation
3245 Fayette Avenue
Birmingham, Alabama 35203
Attn: Mr. Roland Short

Ladies and Gentlemen:

We refer to that certain Amended and Restated Loan and Security Agreement, dated as of December 31, 1998 (as the same has been amended from time to time, the "Loan Agreement"), by and among Alabama Metal Industries Corporation ("Borrower"), the lenders party thereto, and Banc of America Leasing & Capital, I.L.C. (as successor, in sequence, to Fleet Capital Corporation, Fleet National Bank, BankBoston, N.A. and First National Bank of Boston), as Agent (the "Agent"). Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. For purposes of this letter, the term "Guarantors" shall mean, collectively, the undersigned Guarantors, each of whom executed a Guaranty in connection with the Loan Agreement.

1. Agent has been informed that Borrower intends to pay in full the Secured Obligations owing to Agent and Lenders by Borrower and the Guarantors. In connection therewith, Agent and Lenders hereby acknowledge and agree that, effective upon Agent's acknowledgement of receipt of each of the following:

(a) an original or facsimile transmission of this letter agreement, duly countersigned by each of the Borrowers and Guarantors;

(b) the sum of \$6,698,329.64 in immediately available funds by 2:30 p.m. (Atlanta time) on October 3, 2005, which amount represents the Secured Obligations, the calculation of which is set forth in the attached Exhibit A (the "Payoff Amount"); and

(c) a letter of credit in form, substance and from an issuer satisfactory to Agent in the amount of \$2,665,950 with a term that extends 60 days beyond the latest expiration date of the outstanding Letters of Credit listed on Exhibit B hereto (the "Outstanding Letters of Credit") that may be drawn upon by Agent for reimbursement of draws under, and satisfying other Letter of Credit Obligations relating to, the Outstanding Letters of Credit;

(clauses (a), (b) and (c) are collectively, referred to herein as the "Conditions"), then, in such event:

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(i) except as otherwise expressly provided herein, all of the outstanding debts, liabilities and obligations owing by Borrower and the Guarantors to Agent and Lenders under the Loan Agreement and the other Loan Documents shall be satisfied in full and Borrower and the Guarantors shall be released from all liability therefor; provided, that (A) Borrower and the Guarantors shall remain obligated to Agent and Lenders with respect to (I) any of their ongoing indemnification obligations under the Loan Agreement and the other Loan Documents, (II) any other obligations or liabilities of Borrower and the Guarantors that are expressly provided in the Loan Agreement or any other Loan Document to survive payment of the Secured Obligations and/or termination of the Loan Agreement or Borrower's right to request Loans thereunder and (III) those obligations and liabilities of Borrowers and the Guarantors under the Loan Agreement in respect of the Outstanding Letters of Credit (the obligations described in clauses (I), (II) and (III) above shall be hereinafter referred to as the "Surviving Obligations"), and (B) if any payment by or for the account of Borrower to Agent or Lenders shall be recovered from, or repaid by, Agent or Lenders, in whole or in part, in any bankruptcy, insolvency or similar proceeding instituted by or against Borrower and the Guarantors, then the liability of Borrower and the Guarantors therefor shall be automatically reinstated;

(ii) the financing arrangements and commitments of Agent and Lenders with Borrower pursuant to the Loan Agreement and the obligation, if any, of Agent and Lenders to continue to make the Loans and/or Letters of Credit available to Borrower shall thereupon be terminated automatically and without further action by any person;

(iii) all liens, security interests, mortgages, and other encumbrances, all of any kind, nature, or description, whenever and however arising, in favor of Agent or Lenders on any of the assets and property, real or personal, tangible or intangible, of Borrower and the Guarantors shall thereupon be automatically terminated and released; and

(iv) Agent and Lenders shall thereupon, at Borrower's expense, (A) execute and deliver to Borrower, or its designee, such UCC termination statements, releases, reconveyances and other appropriate documentation reasonably requested by Borrower to effectuate the agreement in clause (iii) above with respect to Agent and Lenders' liens, security interests, mortgages and other encumbrances on the assets and properties described therein, and (B) deliver to Borrower all instruments, documents, agreements, certificates, securities, Notes (duly marked "paid in full" or "cancelled") and other Collateral in the possession or control of the Agent or any Lender or any of their agents, together with such re-assignments, stock powers, note powers or other instruments of transfer reasonably requested by Borrower. Agent and Lenders authorize Borrower or its designee, upon confirmation by Agent of satisfaction of the Conditions, to file any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks and patents, discharges of security interests and other similar discharge or release documents (if applicable, in recordable form) as are reasonably necessary to release, of record, the security interests, liens, financing statements and all other notices of security interests and liens previously filed by Agent and Lenders with respect to the Secured Obligations.

2. Payment of the Payoff Amount shall be made by wire transfer to the following account:

Bank: Bank of America, NA
Location: New York, New York
ABA: 026-009-593
F/O: Bank of America, NA
Account No.: 936-933-7552
Reference: Alabama Metal Industries Corporation

Payments received after 2:30 p.m. (Atlanta time) shall be deemed received on the following Business Day, and shall be charged the per diem set forth on Exhibit A.

3. Borrower and Guarantors acknowledge that Agent and Lenders may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore received by Agent and Lenders and applied to the payment of the Secured Obligations in order to determine the Payoff Amount. Borrower and Guarantors agree to be liable for and will reimburse Agent and Lenders, upon Agent's demand therefor, for the amount (plus interest or other bank charges) of any check or similar instrument for the payment of money so received by Agent and Lenders and applied to the Secured Obligations in calculating the Payoff Amount that may hereafter be dishonored or returned unpaid for any reason whatsoever.

4. Agent hereby agrees to refund to Borrower the excess, if any, of the amount of expenses set forth on Exhibit A (which includes an estimated amount) over the actual amount of Agent and Lenders' expenses, promptly upon final determination of the actual amount of such expenses. If such estimated amount is less than the actual amount of Agent and Lenders' expenses, then Borrower and Guarantors agree to promptly pay the difference to Agent.

5. Borrower shall, by November 30, 2005, cause all Outstanding Letters of Credit to be returned to Agent for cancellation. Within ten (10) days of such cancellation, Agent shall return the back-to-back letter of credit to the issuer thereof for cancellation.

6. Borrower and Guarantors, for themselves and on behalf of their successors, assigns, and present and future owners, officers, directors, employees, agents and attorneys, hereby remise, release and forever discharge Agent and Lenders and their present and former officers, directors, owners, employees, agents, attorneys, successors and assigns from any and all claims, rights, actions, causes of action, suits, liabilities, defenses, damages and reasonable costs (collectively, the "Claims") that (a) exist or may exist as of the date hereof or (b) arise from or are otherwise related to the Loan Agreement or the other Loan Documents, any transactions contemplated thereby, the administration of the Loans, the Letter of Credit Facility and other financial accommodations made thereunder, the collateral security given in connection therewith, or any related discussions or negotiations, in each case, whether known or unknown, suspected or unsuspected. Borrower and Guarantors waive any and all claims, rights and benefits they may have under any law of any jurisdiction that would render ineffective a release made by a creditor of claims that the creditor does not know or suspect to exist in its favor at the time of executing

the release and that, if known by it, would have materially affected its settlement with the applicable debtor. Borrower and Guarantors acknowledge that (i) they have been represented by independent legal counsel of their own choice throughout all of the negotiation that preceded the execution of this letter agreement and that they have executed this letter agreement after having received the advice of such independent legal counsel and (ii) they and their counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the release contained in this Section 6.

7. The provisions of Sections 1, 3, 4, 5, and 6 of this letter agreement shall survive the termination of the Loan Agreement.

8. This letter agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same instrument. Execution and delivery may be effected by the transmission of facsimile signature pages. If Borrower or any Guarantor shall deliver this letter agreement by facsimile, then such party shall send the original manually executed counterpart of this letter agreement to Elizabeth A. Mullican, Esq. at Hunton & Williams LLP, 600 Peachtree Street, N.E., Suite 4100, Atlanta, GA 30308 promptly after such facsimile transmission.

[Signature pages follow]

By executing this letter agreement, each of Borrower and the Guarantors hereby indicates its agreement to all of the foregoing terms and conditions.

Sincerely,

BANC OF AMERICA LEASING & CAPITAL,
LLC, as Agent and Lender

By: Elizabeth L. Waller
Elizabeth L. Waller, Senior Vice President

cc: CGW Southeast Partners III, L.P.
Suite 210
12 Piedmont Center
Atlanta, Georgia
Attn: Bart A. McLean, Managing Director

Accepted and Agreed to by:

BORROWER:

DIAMOND PERFORATED METALS, INC.

ALABAMA METAL INDUSTRIES
CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

GATOR GRATE, INC.

GUARANTORS:

INTERNATIONAL GRATING, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SEA SAFE, INC.

By: _____
Name:
Title:

By executing this letter agreement, each of Borrower and the Guarantors hereby indicates its agreement to all of the foregoing terms and conditions.

Sincerely,

BANC OF AMERICA LEASING & CAPITAL,
LLC, as Agent and Lender

By: _____
Elizabeth L. Waller, Senior Vice President

cc: CGW Southeast Partners III, L.P.
Suite 210
12 Piedmont Center
Atlanta, Georgia
Attn: Bart A. McLean, Managing Director

Accepted and Agreed to by:

BORROWER:

DIAMOND PERFORATED METALS, INC.

ALABAMA METAL INDUSTRIES
CORPORATION

By: Roland T. Short, Jr.
Name: Roland T. Short, Jr.
Title: President

By: Roland T. Short, Jr.
Name: Roland T. Short, Jr.
Title: President

GATOR GRATE, INC.

GUARANTORS:

INTERNATIONAL GRATING, INC.

By: Roland T. Short, Jr.
Name: Roland T. Short, Jr.
Title: President

By: Roland T. Short, Jr.
Name: Roland T. Short, Jr.
Title: President

SEA SAFE, INC.

By: Roland T. Short, Jr.
Name: Roland T. Short, Jr.
Title: President

Exhibit A
Calculation of Payoff Amount

If received by 2:30 p.m. (Atlanta time) on October 3, 2005:

Principal:	\$ 6,640,276.58
Interest:	\$ 28,002.96
Fees and Expenses:	\$ 30,050.10
Total:	\$ 6,698,329.64

Per diem for payments received after 2:30 p.m. (Atlanta time) on October 3, 2005: \$ 1,590.90

Exhibit B
Outstanding Letters of Credit

1. Letter of Credit issued to Lumberman's Underwriting in the amount of \$300,000.00 for workman's compensation insurance.
2. Letter of Credit issued to United States Fire Ins. Co. in the amount of \$1,279,000.00 for workman's compensation insurance.
3. Letter of Credit issued to Liberty Mutual Ins. Co. in the amount of \$960,000.00 for workman's compensation insurance

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