

09-26-2005



Form PTO-1594 (Rev. 07/05)
MB Collection 0651-0027 (exp. 6/30/2008)

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

REC-103088213
TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-26-05

1. Name of conveying party(ies):

General Electric Capital Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: Copperfield Chimney Supply, Inc.
Internal _____
Address: _____
Street Address: 304 South 20th Street
City: Fairfield
State: Iowa
Country: USA Zip: 52556

3. Nature of conveyance /Execution Date(s):

Execution date(s) July 7, 2005
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Oklahoma
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or deposition of the Trademark.

A. Trademark Application No.(s)
76599220; 76598449; 76540309

B. Trademark Registration No.(s)
2801155; 2774059; 2947569

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & Address of party to whom correspondence concerning document should be mailed:

Name: Patricia A. Harley, Esq.
Internal Address: c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP
Street Address: 1285 Avenue of the Americas
City: New York
State NY Zip: 10019-6064
Phone Number: (212) 373-3340
Fax Number: (212) 492-0340
Email Address: pharley@paulweiss.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature

Patricia A. Harley
Signature
Patricia A. Harley, Esq.

9/21/05
Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/23/2005 ECOOPER 00000128 76599220

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

**TERMINATION OF SECURITY INTEREST
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of July 7, 2005, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent for the Lenders (the "Agent").

WHEREAS, COPPERFIELD CHIMNEY SUPPLY, INC. (the "Grantor") has granted to the Agent a security interest in certain personal property, including without limitation a security interest in certain trademarks, trademark registrations and trademark applications ("Trademarks") and trademark licenses ("Trademark License");

WHEREAS, the security interests granted to the Agent were recorded at the United States Patent and Trademark Office on October 28, 2004 at Reel 002965 and Frame 0144; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on Schedule A hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks and Trademark Licenses:

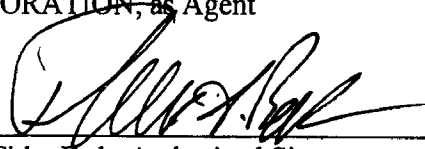
1. all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedule A hereto;
2. all reissues, continuations or extensions of the foregoing;
3. all good will of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
4. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:



Title: Duly Authorized Signatory

Signature Page to
Termination of Security Interest

TRADEMARK
REEL: 003225 FRAME: 0926

Schedule A
to Termination of Security Interest

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
SAFE AT HOME PRODUCTS, INC.	2,801,115	12/30/03
WOODFIELD	2,774,059	10/14/03

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Appl. No.</u>	<u>Date</u>
GELCO	76/599,220	6/21/04
LYEMANCE	76/598,449	6/21/04
LOCK-TOP	76/598,448	6/21/04
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	76/540,309	8/26/03

TRADEMARK LICENSES

None.