# OP \$40.00 72268

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Business Financial Services, Inc.		03/31/2006	CORPORATION: DELAWARE
Atrium Companies, Inc		03/31/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Merrill Lynch Business Financial Services, Inc.	
Street Address:	222 N. LaSalle Street	
Internal Address:	15th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	72268195	COELEX

#### **CORRESPONDENCE DATA**

900046507

Fax Number: (312)993-9767

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

Phone: 312-876-7700

Email: elizabeth.arnold2@lw.com
Correspondent Name: Latham & Watkins, LLP

Address Line 1: 233 South Wacker Drive, Ste. 5800

Address Line 2: Attn. Elizabeth Arnold
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 035732-0017-16079

NAME OF SUBMITTER: Elizabeth Arnold

TRADEMARK

REEL: 003288 FRAME: 0206

Signature:	/eca/
Date:	04/12/2006
Total Attachments: 3 source=Merrill Release#page1.tif source=Merrill Release#page2.tif source=Merrill Release#page3.tif	

TRADEMARK REEL: 003288 FRAME: 0207

## RELEASE OF SECURITY INTERESTS IN TRADEMARK

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARK (this "Release") is dated as of March \_\_, 2006 by Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., in its capacity as administrative agent ("Agent") under that certain Credit Agreement with Atrium Companies, Inc., as borrower ("Borrower"), dated as of December 28, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Agent and Borrower, entered into that certain Security Agreement, dated as of December 28, 2004 (the "Agreement");

WHEREAS, Agent recorded the Agreement on January 10, 2005 at Reel 3102, Frame 0901 in the United States Patent and Trademark Office ("PTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interest in and lien on:

- all of Borrower's now existing or hereafter acquired right, title and interest in and to the Trademark listed on Schedule A attached hereto which is now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said trademark has appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Borrower's business connected with or symbolized by the Trademark listed on Schedule A attached hereto; and
- (c) any claims by Borrower against third parties for infringement of the Trademark listed on Schedule A attached hereto or of any license with respect thereto.

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TRADEMARK REEL: 003288 FRAME: 0208 IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademark to be duly executed as of the day and year first above written.

Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Agent

By: Name:

Title:

[Signature Page to Trademark Release]

# **SCHEDULE A**

# TRADEMARK

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
COELEX	859535/ 72-268195	April 3, 1967

C H 8 3 600 4 . 2 TRADEMARK
RECORDED: 04/12/2006 REEL: 003288 FRAME: 0210