



103364860

copy thereof OFFICE OF PATENT RECORDS

10-22-07

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying parties(ies) attached: Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other : Release of Security Interest in Trademarks

Execution Date: December 7, 2006

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: National Gypsum Properties, LLC 2007 JAN 22 PM 2:37

Internal Address: FINANCE SECTION

Street Address: 2001 Rexford Road

City: Charlotte State: NC Zip: 28221

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other: Delaware Limited Liability Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

B. Trademark registration No.(s):

2,126,604; 1,095,192; 1,585,679; 0,693,038; 2,027,533; 2,373,391; 2,615,874; 2,615,871; 2,636,641; 2,737,574; 2,753,638; 2,672,829; 0,876,329; 0,735,169; 0,412,668; 1,529,318; 0,973,177; 2,184,334; 1,465,484; 0,403,210; 2,151,382; 1,858,619; 1,970,635; 2,160,909; 2,632,799; 2,672,828; 2,696,317; 0,788,375; 0,749,297; 0,788,376; 1,568,393; 0,739,602; 2,420,677; 2,224,047; 2,478,854; 2,167,740; 1,119,473; 2,468,194; 2,420,018; 2,490,837; 1,862,149; 1,590,909; 0,942,219; 1,765,893; 0,826,673; 1,512,681; 0,995,164; 1,748,515

Additional numbers attached? Yes No

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

Name: Amanda E. Pecchioni

Internal Address: ICE MILLER LLP

Street Address: One American Square, Suite 3100

City: Indianapolis State: Indiana ZIP: 46282-0200

6. Total number of applications and registrations involved:

48

7. Total fee (37 CFR 3.41): \$ 1,215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amanda E. Pecchioni
Name of Person Signing

Signature

2126604
1/17/07
DA
DA

Total number of pages including cover sheet: 7

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
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Alexandria, VA 22313-1450

01/23/2007 MTRM01
01 FC:8521
02 FC:8522
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RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is entered into as of the 7 day of December, 2006 by and between Bank of America, N.A., as Collateral Agent (the "Releasing Party"), and National Gypsum Properties, LLC (the "Trademark Holder").

WHEREAS, the Trademark Holder and the Releasing Party, in its capacity as Collateral Agent, entered into a Security Agreement dated as of April 23, 2001, pursuant to which the Trademark Holder covenanted to grant to the Releasing Party an encumbrance in all of the assets of the Trademark Holder, including the Trademarks (as defined in Exhibit A);

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party, in its capacity as Collateral Agent, hereby releases any and all right, title and interest in or to the Trademarks of the Trademark Holder. The Releasing Party hereby releases its right, title and interest in or to the following:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;
- (c) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, whether in the United States or any foreign country (the "Future Trademarks");
- (d) all extensions, renewals and continuations of the Trademarks and Future Trademarks, and of the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all inventory, packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;
- (h) all goodwill of the Trademark Holder's business connected with, symbolized by or in any way related to the items set forth in clause (a) through (g) above.

If any clause or provision of this release shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

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All notices, requests and demands to or upon the Trademark Holder or the Releasing Party under this Release shall be given in the manner prescribed by Section 9.01 of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release as of this 7 day of December, 2006.

BANK OF AMERICA, N.A., as Collateral Agent

By: M. Thomas Bennett
Name: W. Thomas Bennett
Title: SVP

NATIONAL GYPSUM PROPERTIES, LLC

By: [Signature]
Name: Samuel A. Schiffman
Title: Vice President & Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

I, Sharon W. Brown, a Notary Public for said County and State, do hereby certify that THOMAS BARNETT, personally appeared before me this day and acknowledged that he is SVP of Bank of America, N.A. and acknowledged, on behalf of Bank of America, N.A., as Administrative Agent, the due execution of the foregoing instrument.

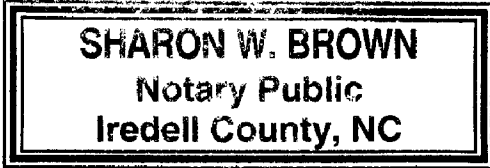
Witness my hand and notarial seal this 7 day of December, 2006.

[STAMP/SEAL]

Sharon W. Brown
Notary Public

My Commission Expires:

7-8-2009

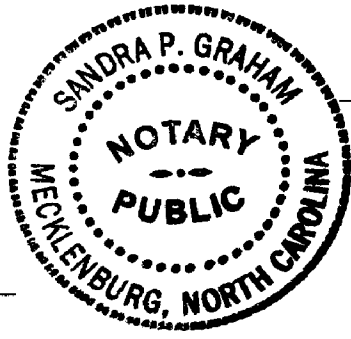


STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

I, Sandra P. Graham, a Notary Public for said County and State, do hereby certify that Samuel A. Schiffman, personally appeared before me this day and acknowledged that he is Vice President and Secretary of National Gypsum Properties, LLC and acknowledged, on behalf of National Gypsum Properties, LLC, the due execution of the foregoing instrument.

Witness my hand and notarial seal this 27th day of September, 2006.

[STAMP/SEAL]



Sandra P. Graham
Notary Public

My Commission Expires:

January 22, 2008

EXHIBIT A

MARK	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.
GYPSOLITE	71455985	10/05/1942	09/14/1943	403210
GOLD BOND	71473914	09/06/1944	03/20/1945	412668
GOLD BOND	71648875	06/16/1953	08/31/1954	594416
DURASAN	72075872	06/16/1959	02/16/1960	693038
FIRE-SHIELD	72117644	04/11/1961	07/31/1962	735169
MULTI-FLEX	72121582	06/07/1961	10/23/1962	739602
KAL-KOTE	72149585	07/23/1962	05/14/1963	749297
QUIK-TREAT	72171691	06/24/1963	09/22/1964	777579
KAL-KORE	72197157	07/29/1964	04/20/1965	788375
KAL-MESH	72197159	07/06/1964	04/20/1965	788376
TRIPLE-T	72231837	10/29/1965	04/04/1967	826673
E-Z STRIP	72297207	05/02/1968	09/09/1969	876329
STA-SMOOTH	72321258	03/10/1969	09/05/1972	942219
GOLD BOND	72411968	01/07/1972	11/20/1973	973177
UNI-KAL	72466626	08/27/1973	10/08/1974	995164
	73120493	03/28/1977	07/04/1978	1095192
PERFECT SPRAY	73159234	02/21/1978	06/05/1979	1119473
	73239537	11/16/1979	06/09/1981	1157440
	73252567	03/04/1980	08/11/1981	1164667
GRIDSTONE	73651816	03/27/1987	11/17/1987	1465484
ULTRA LITE	73682745	08/28/1987	11/15/1988	1512681
GARDEN INN	73695710	11/16/1987	07/19/1988	1497275
GOLD BOND	73697329	11/23/1987	03/14/1989	1529318
MR	73708712	02/01/1988	11/28/1989	1568393
DURABASE	73814481	07/24/1989	03/06/1990	1585679
SEASPRAY MVR	73827568	09/25/1989	04/10/1990	1590909
STA-SMOOTH HS	74273525	05/08/1992	04/20/1993	1765893
X-KALIBUR	74280847	06/03/1992	01/26/1993	1748515
PROFORM	74352333	12/18/1992	11/08/1994	1862149
HIGH FLEX	74442294	09/30/1993	10/18/1994	1858619
HI-IMPACT	74531787	05/31/1994	04/23/1996	1970635
EASY FINISH	74565379	08/25/1994	12/31/1996	2027533
GOLD BOND 54	74644429	03/10/1995	08/25/1998	2184334
1-800-NATIONAL	75060094	02/20/1996	01/06/1998	2126604
HI-IMPACT 8000	75146640	08/07/1996	05/26/1998	2160909
HI-ABUSE	75146641	08/07/1996	04/14/1998	2151382
ARMOR WALL	75199655	11/18/1996		NONE
NGC	75339245	08/06/1997	06/23/1998	2167740
NATIONAL GYPSUM	75391510	11/10/1997	02/16/1999	2224047
EDGETECH	75403701	12/11/1997	08/01/2000	2373391

MARK	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.
SAXON	75432355	02/11/1998		NONE
FLEXTECH	75437711	02/20/1998		NONE
NATIONAL GYPSUM	75558041	09/24/1998	08/21/2001	2478854
GRIDTEX	75585006	11/09/1998		NONE
NATIONAL GYPSUM	75693225	04/28/1999	01/16/2001	2420677
GRIDSTONE	76066704	06/09/2000		NONE
EXCELLENCE ACROSS THE BOARD	76127109	09/13/2000	07/15/2003	2737574
	76127111	09/13/2000	01/07/2003	2672828
EXCELLENCE ACROSS THE BOARD	76127112	09/13/2000	10/15/2002	2636641
EXCELLENCE ACROSS THE BOARD	76127113	09/13/2000	09/03/2002	2615871
EXCELLENCE ACROSS THE BOARD	76127673	09/13/2000	09/03/2002	2615874
EXCELLENCE ACROSS THE BOARD	76127674	09/13/2000	01/07/2003	2672829
	76127730	09/13/2000	10/08/2002	2632799
EXCELLENCE ACROSS THE BOARD	76127731	09/13/2000	08/19/2003	2753638
	76127732	09/13/2000	03/11/2003	2696317
PERMA BASE	75578955	10/28/1998	07/10/2001	2468194
PERMA BASE FLEX	75682821	04/15/1999	01/09/2001	2420018
PERMABASE DEK	75683238	04/15/1999		NONE
PERMA BASE FLEX	76160744	11/07/2000	09/18/2001	2490837