

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
Bayerische Hypo- und Vereinsbank AG, New York Branch		06/29/2009	Aktiengesellschaft: GERMANY

RECEIVING PARTY DATA

Name:	Amerimax Building Products, Inc.
Street Address:	5445 Triangle Parkway
Internal Address:	Suite 350
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2752081	MAXX-BAY
Registration Number:	2718014	MAXX-BRITE
Registration Number:	2633076	MAXX-BOARD
Registration Number:	2667108	MAXX-ALUM
Registration Number:	2696416	MAXX-CORR LITE
Registration Number:	2633075	MAXX-CORR
Registration Number:	2931322	MAXX PANELS

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128598000
 Email: teas@ffhsj.com
 Correspondent Name: Julie Newman, Fried Frank, et al.

CH \$190.00 2752081

Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 31541-7/7274

NAME OF SUBMITTER: Julie A. Newman

Signature: /JAN/

Date: 06/29/2009

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 29, 2009, by Bayerische Hypo- und Vereinsbank AG, New York Branch as Administrative Agent and Collateral Agent ("Agent"), is executed in favor of Amerimax Building Products, Inc. ("Grantee") as follows:

WHEREAS, Grantee and Agent are parties to that certain Second Lien Pledge and Security Agreement, dated as of June 29, 2005 ("Security Agreement"); and

WHEREAS, pursuant to the transactions contemplated under the Security Agreement, Grantee granted to Agent under that certain Intellectual Property Security Interest Agreement, a continuing security interest in, and continuing lien upon, all right, title and interest of Grantee in and to all of its trademarks and trademark applications, including the trademarks and trademark applications listed on the attached **Schedule A** (collectively, the "Trademarks"), which Intellectual Property Security Interest Agreement was recorded with the United States Patent and Trademark Office on August 9, 2005 at Reel/Frame No. 3138/0112; and

WHEREAS, Agent has released and agreed to release to Grantee all of Agent's continuing security interest in, and continuing lien upon, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:


1. Agent hereby releases and assigns its entire right, title and interest in all Trademarks, including those set forth in **Schedule A** hereto, including all goodwill symbolized thereby, connected therewith or relating thereto and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of the Secured Parties with respect to the Trademarks arising from the Security Agreement, or otherwise.
2. Agent hereby authorizes and requests that the Commissioner of Trademarks of the United States record the foregoing Secured Parties' release with the United States Patent and Trademark Office.
3. This Release Of Security Interest In Trademarks has been executed and delivered by the Agent for the purpose of releasing, removing, or otherwise eliminating the security interest of the Secured Parties in the Trademarks that has been filed with the United States Patent and Trademark Office.
4. The Agent and the Secured Parties have a continuing obligation to sign all agreements and any other documents necessary to carry out this Agreement and the obligations herein.
5. This Release shall be binding upon the Secured Parties' legal representatives, successors, and assigns.

[Signature Page Follows]

This Release of Security Interest in Trademarks is executed by the parties as of the date first referenced above.

**BAYERISCHE HYPO-UND VEREINSBANK AG,
NEW YORK BRANCH**, as Administrative Agent and
Collateral Agent

Name: 
CARMEN DEPAULA
Title: Director

Name: 
ANDREW B. LEON
Title: Managing Director

AMERIMAX BUILDING PRODUCTS, INC., as
Grantee

Name: _____
Title: _____

This Release of Security Interest in Trademarks is executed by the parties as of the date first referenced above.

**BAYERISCHE HYPO-UND VEREINSBANK AG,
NEW YORK BRANCH, as Administrative Agent and
Collateral Agent**

Name: _____

Title: _____

Name: _____

Title: _____

**AMERIMAX BUILDING PRODUCTS, INC., as
Grantee**

Name: RYH T

Title: _____

Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
MAXX-BAY	United States	76/385,799	2,752,081
MAXX-BRITE	United States	76/333,488	2,718,014
MAXX-BOARD	United States	76/222,740	2,633,076
MAXX-ALUM	United States	76/222,739	2,667,108
MAXX-CORR LITE	United States	76/222,738	2,696,416
MAXX-CORR	United States	76/222,737	2,633,075
MAXX PANELS	United States	76/481,371	2,931,322