

**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 Home 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: 9**

Property Type	Number	Word Mark
Registration Number:	1083016	T.RIB
Registration Number:	1791638	PERM-A-SPOUT
Registration Number:	2439399	RAIN FALL
Registration Number:	2472181	RAIN FALL
Registration Number:	2684581	STEP RITE
Registration Number:	2670130	PRO MASTER METALS
Registration Number:	2802996	PRO MASTER METALS
Registration Number:	2720589	SEAMERMATE
Registration Number:	3031326	FLASHMATE

**CORRESPONDENCE DATA**

Fax Number: (212)859-4000  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900137487**

**TRADEMARK  
 REEL: 004013 FRAME: 0476**

**CH \$240.00 1083016**

Phone: 2128598000  
Email: teas@ffhsj.com  
Correspondent Name: Julie Newman, Fried Frank, et al.  
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 Home 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. 3138/0160; 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:

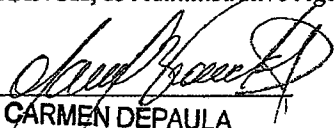
1. Agent hereby releases and assigns its entire right, title and interest in all Trademarks, including those set forth in **Schedule A** hereto, including all goodwill symbolized thereby, connected therewith or relating thereto and declares as null and void all liens, security interests, and other claims, 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 HOME PRODUCTS, INC.,** as Grantee

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 004013 FRAME: 0479



Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
T.RIB	United States	73/112,535	1,083,016
PERM-A-SPOUT	United States	74/325,085	1,791,638
RAIN FALL	United States	75/721,540	2,439,399
RAIN FALL	United States	75/721,541	2,472,181
STEP RITE	United States	76/284,627	2,684,581
PRO MASTER METALS	United States	76/285,295	2,670,130
PRO MASTER METALS	United States	76/293,935	2,802,996
SEAMERMATE	United States	76/293,936	2,720,589
FLASHMATE	United States	76/618,771	3,031,326