

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bayerische Hypo- und Vereinsbank AG, New York Branch		06/29/2009	Aktiengesellschaft: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Berger Building Products, Inc.		
<b>Street Address:</b>	5445 Triangle Parkway		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30092		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2719922	GUTTER CROWN	
Registration Number:	2840755	SNOW BRAKES	
Registration Number:	2776283	F-RAIL	
Registration Number:	2717916	S-RAIL	
Registration Number:	1820425	REAL-TOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128598000		
<b>Email:</b>	teas@ffhsj.com		
<b>Correspondent Name:</b>	Julie Newman, Fried Frank, et al.		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		

CH \$140.00 2719922

ATTORNEY DOCKET NUMBER:	31541-7/7274
NAME OF SUBMITTER:	Julie A. Newman
Signature:	/JAN/
Date:	06/29/2009
Total Attachments: 4 source=BBP Final Trademark Release#page1.tif source=BBP Final Trademark Release#page2.tif source=BBP Final Trademark Release#page3.tif source=BBP Final Trademark Release#page4.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

29 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 Berger 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. 3138/0208; 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**

**BERGER 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: \_\_\_\_\_

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

Name: PSALT

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

Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
GUTTER CROWN	United States	76/295,790	2,719,922
SNOW BRAKES	United States	76/250,987	2,840,755
F-RAIL	United States	76/250,985	2,776,283
S-RAIL	United States	76/250,843	2,717,916
REAL-TOOL	United States	74/219,018	1,820,425