

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/07/2011	National banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Builders & Contractors Supply Co., Inc.
Street Address:	One ABC Parkway
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3857679	SERENGETI SANDS
Registration Number:	3861603	VOLCANOES OF FIJI
Registration Number:	3861602	TOKYO GARDENS
Registration Number:	3857678	SEQUOIA SUNSET
Registration Number:	3861601	PEAKS OF EVEREST
Registration Number:	3857677	CLIFFS OF NORWAY
Registration Number:	3871199	AMERICAN SLATE
Registration Number:	3871198	ADDING NATURAL BEAUTY TO YOUR WORLD
Registration Number:	3449555	CHINA MULTICOLOR
Registration Number:	3449554	AFRICAN MUTILCOLOR AUTUMN
Registration Number:	3445292	DESERT BEIGE
Registration Number:	3344235	KASHMERE
Registration Number:	2859925	EMERALD GREEN

CH \$340.00 3857679

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
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Address Line 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/71
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	02/07/2011

Total Attachments: 5
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is executed effective as of the 7th day of February, 2011 by Bank of America, N.A. a national banking association, located at 135 S. LaSalle Street, 4th floor; Mail Code IL4-135-04-25; Chicago, IL 60603, as agent for the Lenders ("Agent") in favor of American Builders & Contractors Supply Co., Inc., a Delaware corporation, having its principal place of business at One ABC Parkway, Beloit, Wisconsin 53511 ("American Builders").

WHEREAS, American Builders, among other affiliated entities, and Agent entered into that certain Loan, Security and Guaranty Agreement, dated as of June 30, 2010, among Grantors, ABC Supply Intermediate Holding LLC, a Delaware limited liability company, the other Guarantors party thereto, the Lenders party thereto, and Agent (the "Loan and Security Agreement");

WHEREAS, pursuant to the Loan and Security Agreement, American Builders entered into that certain Trademark Security Agreement, dated as of June 30, 2010, in favor of Agent ("Trademark Security Agreement");

WHEREAS, pursuant to the Loan and Security Agreement and the Trademark Security Agreement, American Builders granted to the Agent for the benefit of the Secured Parties, a continuing security interest and Lien upon the following property, whether then owned or thereafter acquired, and wherever located (the "Trademark Collateral");

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 thereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and any rights to sue for past, present and future infringement of any of the foregoing;
- (ii) Each trademark license listed on Schedule A-2 thereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Trademark Collateral; and, including without limitation, any claim by Grantor against third parties for damages

Execution Copy

by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 thereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark license, in each case, together with the right to sue for injunctive and other relief including collecting said damages;

to secure the prompt payment and performance of all Obligations of each Grantor under the Loan and Security Agreement.

Notwithstanding anything herein to the contrary, the Trademark Collateral did not and does not include: (a) any lease, license, contract, or agreement (or any of its rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law, constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease license, contract, property rights or agreement; (b) any lease, license, contract, or agreement (or any of its rights or interests thereunder) if and to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); or (c) any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications (collectively, (a) through (c), the "Excluded Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office, Assignment Branch on July 2, 2010 at Reel 004236, Frame 0262;

WHEREAS, pursuant to an Asset Purchase Agreement, dated February 4, 2011, by and between Great Northern Holding, LLC ("Great Northern") and American Builders, American Builders agreed to transfer, convey, and assign to Great Northern all of American Builder's right, title and interest in the Trademark Collateral pertaining to the marks on Schedule A attached hereto (the "Released Marks") among other assets; and

WHEREAS, the Agent has agreed to terminate and release its continuing security interest in and Lien upon the Released Marks.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agent does hereby release its continuing security interest in and Lien upon the Released Marks.

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The Agent hereby authorizes the filing of this release in the United States Patent and Trademark office by the Agent, American Builders, or any of their respective designees at American Builders' sole cost and expense.

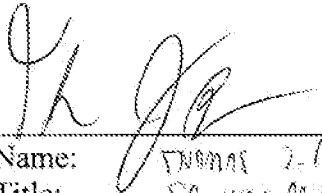
For the avoidance of doubt, the Agent continues to maintain its security interest in all Trademark Collateral (other than the Released Marks and Excluded Collateral). The provisions of the Loan and Security Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect. American Builders hereby confirms, for the avoidance of doubt, that the security interest in all of American Builders' right, title and interest, in, to and under the Trademark Collateral (other than with respect to the Released Marks and Excluded Collateral), granted to the Agent, for the benefit of the Secured Parties, continues as security to secure the prompt payment and performance of all Obligations of each Grantor under the Loan and Security Agreement.

THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS) THAT WOULD RESULT IN THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

Capitalized terms used herein shall have the meanings attributable thereto in the Loan and Security Agreement or Trademark Security Agreement.

IN WITNESS WHEREOF, the Agent has executed this instrument as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: 
Name: THOMAS Z. BRENNAN
Title: SR. VICE PRESIDENT

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004469 FRAME: 0134

SCHEDULE A

Released Marks

A. US Federally Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SERENGETI SANDS	3857679	10/5/2010
VOLCANOES OF FIJI	3861603	10/12/2010
TOKYO GARDENS	3861602	10/12/2010
SEQUOIA SUNSET	3857678	10/5/2010
PEAKS OF EVEREST	3861601	10/12/2010
CLIFFS OF NORWAY	3857677	10/5/2010
AMERICAN SLATE (logo)	3871199	11/2/2010
ADDING NATURAL BEAUTY TO YOUR WORLD	3871198	11/2/2010
CHINA MULTICOLOR	3449555	6/17/2008
AFRICAN MULTICOLOR AUTUMN	3449554	6/17/2008
DESERT BEIGE	3445292	6/10/2008
KASHMERE	3344235	11/27/2007
EMERALD GREEN	2859925	7/6/2004