

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WellsFargo Bank Northwest, National Association		02/07/2011	a 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

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ATTORNEY DOCKET NUMBER:	36213-7 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	02/07/2011
Total Attachments: 4 source=WFF Trademark Security Release#page1.tif source=WFF Trademark Security Release#page2.tif source=WFF Trademark Security Release#page3.tif source=WFF Trademark Security Release#page4.tif	

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is executed effective as of the 7th day of February, 2011, by Wells Fargo Bank Northwest, National Association, a National Banking Association, federally chartered, with a mailing address at MAC U1228-120, 299 South Main Street, 12th Floor, Salt Lake City, Utah 84111, Attn: Corporate Trust Services, as collateral trustee under that certain Collateral Indenture and Security Agreement dated as of June 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Indenture"), on behalf of the Note Holders described below, and its successors and assigns ("Collateral Trustee") 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 affiliated entities, and Collateral Trustee (along with certain institutional investors listed in Schedule A thereto, the ("Note Holders")) entered into that certain that certain Note Purchase Agreement dated as of June 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

WHEREAS, pursuant to the Note Purchase Agreement, American Builders entered into that certain Trademark Security Agreement, dated June 29, 2007, in favor of Collateral Trustee (the "Trademark Security Agreement");

WHEREAS, pursuant to the Note Purchase Agreement and the Trademark Security Agreement, American Builders entered into that certain Trademark Security Agreement American Builders granted to the Collateral Trustee for the benefit of the Note Holders, a security interest in the following property (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

(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 proceeds of the foregoing, including without limitation any claim by American Builders against third parties for damages 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 thereto 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;

Notwithstanding anything herein to the contrary, the Trademark Collateral did not and does not include: (a) any lease, license, contract, property rights 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 American Builder 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); and (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, 2007 at Reel 003572, Frame 0370;

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 Collateral Trustee has agreed to terminate and release its security interest in 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 Collateral Trustee does hereby release its security interest in the Released Marks.

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

For the avoidance of doubt, the Collateral Trustee continues to maintain its security interest in all Trademark Collateral (other than the Released Marks and Excluded Collateral). The provisions of the Note Purchase Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

IN WITNESS WHEREOF, Collateral Trustee has caused this Partial Release of Trademark Security Agreement to be duly executed as of the date and year first written above.

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION, as Collateral Trustee

By 
Name Val T. Orton
Its Vice President

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