

**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>
MMV Finance Inc.	FORMERLY MMV Finance Canada Inc.	04/19/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARXX Building Products Inc.		
<b>Street Address:</b>	800 Division Street		
<b>City:</b>	Cobourg ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K9A 5V2		
<b>Entity Type:</b>	CORPORATION: ONTARIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2583429	ARXX	
Registration Number:	2583430	ARXX	
Registration Number:	2650175	ARXX	
Registration Number:	2568368	ARXX	
Registration Number:	2572135	ARXX	
Registration Number:	2650267	ARXX	
Registration Number:	2330065	THE MAXX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(503)220-2480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503.224.3380		
Email:	jarafter@stoel.com		
Correspondent Name:	John A. Rafter, Jr.		
Address Line 1:	Stoel Rives LLP		
Address Line 2:	900 SW Fifth Avenue, Suite 2600		

OP \$190.00 2583429

**900190280**

**TRADEMARK  
 REEL: 004529 FRAME: 0071**

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

52239/1

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John A. Rafter, Jr.

Signature:

/JohnARafter/

Date:

04/26/2011

Total Attachments: 2

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## PAYOUT AND AUTHORIZATION TO DISCHARGE

**TO: ARXX BUILDING PRODUCTS INC. AND ARXX CORPORATION**  
(collectively, "ARXX")

MMV Finance Inc. ("MMV") hereby acknowledges that payment made by ARXX to MMV as of March 31, 2011 (the "Payout") completely fulfills and discharges all covenants and obligations of ARXX and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to a credit agreement between MMV and ARXX, dated as of the 15th day of February, 2008 (as amended, the "Credit Agreement").

Accordingly, MMV and ARXX hereby agree that, in consideration of the Payout:

1. The Credit Agreement and all security entered into pursuant thereto is immediately terminated and of no further force or effect.
2. Each of MMV and ARXX are hereby released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or ARXX now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and, in particular, without in any way limiting the generality of the foregoing, in respect of all claims for money advanced pursuant to the Credit Agreement, excepting only such claims and rights as MMV may be entitled to pursuant to an Amended and Restated Warrant for the Purchase of Series B Convertible Preferred Stock of Arxx Corporation, dated on or about September 24, 2010.
3. ARXX and its counsel are hereby entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all further acts, deeds, conveyances, transfers and assurances, and all discharges, financing change statements and similar notices reasonably necessary or proper for the discharge of any and all security interests in favour of MMV pursuant to the Credit Agreement and, for such purposes, MMV does hereby irrevocably appoint ARXX and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for and in its name to execute any discharge statements or financing change statements in any applicable jurisdiction. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the \_\_\_\_ day of April, 2011.

**MMV FINANCE INC.**

By: 

Name: Chris Marshall

Title: General Counsel

**ARXX CORPORATION**

By: 

Name: JOSE R. BERTRANDO

Title: VP & CFO

**ARXX BUILDING PRODUCTS  
INC.**

By: 

Name: JOSE R. BERTRAND

Title: VP & CFO