FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

MRD
11-22-99

11-24-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [XX] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [XX] Other Release of Security Interest in Trademarks

Effective Date Month Day Year: Nov. 17, 1999

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Canadian Imperial Bank of Commerce

Execution Date Month Day Year: Nov. 17 1999

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Payless Cashways, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 800 N.W. Chipman Road

Address (line 2):

Address (line 3): Lee's Summit (City) Missouri (State/Country) 64063 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[xx] Corporation [ ] Association

[ ] Other

[XX] Citizenship/State of Incorporation/Organization: Delaware

11/24/1999 TTONII 00000174 1983513

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP
03 FC:484 120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-661-9100

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Attn: Mitchell M. Brand, Esq.

Address (line 2)

Address (line 3) 230 Park Avenue

Address (line 4) New York, New York 10169

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

XX Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			SEE SCHEDULE A ANNEXED HERETO.		

Number of Properties

Enter the total number of properties involved. # 17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 440 +

120 Expedite Fees

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello	Preston R. Cappello	11/19/99
Name of Person Signing	Signature	Date Signed

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS

UNITED STATES REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
The Professional Advantage	1983513	7/2/96
Bahama	1363219	10/1/85
Don't Do It Yourself Without It	1355793	8/20/85
Don't Do-It-Yourself Without Us	1312711	1/1/85
Express Yard	1521367	1/17/89
Design (Miscellaneous Design)	0902378	11/10/70
Furrow	1084394	1/31/78
Furrow Building Materials	1288407	7/31/84
Knox	1688192	5/19/92
Long Weekend Short Projects	1780719	7/6/93
Payless Cashways, Inc. Building Material	1293475	9/4/84
Pershing Park	1718333	9/22/92
Somerville	1811283	12/14/93
Somerville (stylized words)	1965827	4/2/96
Tarp Master	1681249	3/31/92

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Tool Site Trade Tools & Supply	1884083	3/14/95
We Take the Time to Save You Time	1724505	10/13/92

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") made as of the 17 day of November, 1999 by CANADIAN IMPERIAL BANK OF COMMERCE, as Coordinating and Collateral Agent, with an office at 425 Lexington Avenue, New York, NY 10017.

W I T N E S S E T H:

WHEREAS, PAYLESS CASHWAYS, INC., (the "Borrower"), the Lenders from time to time party thereto (the "Lenders"), the Underwriters (as defined in the Amended and Restated Credit Agreement) and Canadian Imperial Bank of Commerce, as Coordinating and Collateral Agent (in such capacity, the "Agent") are party to that certain Amended and Restated Credit Agreement, dated as of October 3, 1996, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, Borrower, as Grantor, (the "Grantor") entered into that certain Amended and Restated Security Agreement dated as of October 3, 1996 (the "Security Agreement"), pursuant to which Grantor assigned, conveyed and transferred unto the Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), on the terms and conditions contained in the Security Agreement, and as additional security for the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Grantor's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement) and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") as Document No. 100285729A in Reel 1508, Frame 0600;

NOW, THEREFORE, in consideration of these premises, the Agent hereby agrees as follows:

1. The Agent hereby re-assigns and releases to the Grantor and terminates all right, title and interest that the Agent has in and to the Trademarks listed on Schedule A attached hereto (the "Released Trademarks") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related Trademarks or Trademark applications existing in the past, present or future. The Agent will execute and deliver to the Grantor, in a commercially reasonable manner, at the Grantor's expense, such additional documents as may be

reasonably necessary, which are intended to terminate any interest of the Agent in the Released Trademarks.

2. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

3. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: _____
Name: Robert Greer
Title: Assistant General Manager

ACCEPTED AND AGREED AS OF THIS 17 DAY OF NOVEMBER, 1999

PAYLESS CASHWAYS, INC.

By: _____
Name: TIMOTHY R NERTZ
Title: VP Treasury

TRADEMARK
REEL: 001960 FRAME: 0484

SCHEDULE A
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OF SECURITY INTEREST
IN TRADEMARKS

UNITED STATES REGISTRATIONS

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