

11-24-1999

MRD  
11-22-99



101173086

### 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

- 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
- Other

Effective Date  
Month Day Year  
Nov. 17, 1999

#### Conveying Party

Mark if additional names of conveying parties attached

Name

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

11/24/1999 TTON11 00000174 1983513

FOR OFFICE USE ONLY

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

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

TRADEMARK  
REEL: 001960 FRAME: 0479

**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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

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)

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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

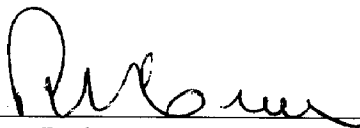
reasonably necessary, which are intended to terminate any interest of the Agent in the Released Trademarks.

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.

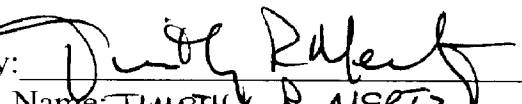
**IN WITNESS WHEREOF**, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

**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

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TO THE RELEASE  
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