## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Comerica Bank, as Agent		09/30/2004	4 banking corporation: MICHIGA	

#### **RECEIVING PARTY DATA**

Name:	Arch Aluminum & Glass Co., Inc.
Street Address:	10200 N.W. 67th Street
City:	Tamarac
State/Country:	FLORIDA
Postal Code:	33321
Entity Type:	CORPORATION: FLORIDA

Name:	Arch Ohio, Inc.
Street Address:	10200 N.W. 67th Street
City:	Tamarac
State/Country:	FLORIDA
Postal Code:	33321
Entity Type:	CORPORATION: FLORIDA

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2567810	BRITEVIEW
Registration Number:	1273310	OBLIQUE WALL
Registration Number:	845278	AMARLITE
Registration Number:	543004	AMARLITE
Registration Number:	1722970	SUMIGLASS
Serial Number:	75612002	ULTRA IMAGE

**CORRESPONDENCE DATA** 

Fax Number: (919)416-8339

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900016269

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8028

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Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 031558.44 CLE

NAME OF SUBMITTER: Charles L. Evans

Total Attachments: 4

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## TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** dated as of September <u>30</u>, 2004, from Comerica Bank, as Agent (the "Secured Party") with its principal offices at 500 Woodard Avenue, Detroit, Michigan 48226, to Arch Aluminum & Glass Co., Inc., a Florida corporation, with its principal offices at 10200 N.W. 67th Street, Tamarac, Florida 33321, and Arch Ohio, Inc., a Florida corporation, with its principal offices at 10200 N.W. 67th Street, Tamarac, Florida 33321 (collectively referred to herein as the "Assignor").

#### WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated September 30, 1999 (as modified by the Joinder Agreement executed as of June 30, 2003 by Arch Ohio, Inc., the "Security Agreement") made by the Assignor (and the other parties signatory thereto) in favor of the Secured Party for the Lenders referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on November 1, 1999 at Reel 010340 Frame 0605;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on November 1, 1999 at Reel 1983 Frame 0516;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on September 1, 2004 at Reel 002927 Frame 0030; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:
  - (a) all of Assignor's United States and foreign patents and patent applications, including those identified on <u>Schedule A</u>, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
    - (b) all of Assignor's United States and foreign trademarks, trade names, trade

TRADEMARK REEL: 002984 FRAME: 0789 dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

- (c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule A. attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
- (d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule A, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and
  - (e) all proceeds of any of the foregoing.
- 2. <u>Release of Security Interest</u>: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

> COMERICA BANK, as Agent

ss.:

On this 2016 day of September, 2004, before me personally appeared to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of Comerica Bank, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority MIM granted to

(Affix Seal Below)

Notary Public, State of Michigan Macomb County, Michigan Acting in Wayne County, Michigan My Commission Expires Nov. 21, 2005

### Schedule A

## U.S. Patent

# **Issued Patent**

Description	Pätent No:	Issue Date	2016
TEMPERED GLASS DOOR FITTING APPARATUS	4837993	6/13/89	

## **Foreign Patents**

None listed

## U.S. Trademarks

## Registered Marks

Mark	Registration No.	Registration Date
BRITEVIEW	2567810	5/7/02
OBLIQUE WALL	1273310	4/10/84
AMARLITE	845278	3/5/68
AMARLITE and Design	543004	5/29/51
SUMIGLASS	1722970	10/6/92

## **Pending Application**

Mark	Application No.	Filing Date
ULTRA IMAGE	75612002	12/24/98

# Foreign Trademarks

None listed

# **U.S.** Copyrights

None listed

Licenses

None listed

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**RECORDED: 12/06/2004**