

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING Bank N.V.		04/27/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MATERIS ALUMINATES SAS		
Street Address:	28 Rue Emile Menier		
City:	75992 Paris Cedex 16		
State/Country:	FRANCE		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1006643	PORCE.ACRYL	
CORRESPONDENCE DATA			
Fax Number:	(212)903-9100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129039032		
Email:	dylan.ramsey@linklaters.com		
Correspondent Name:	Dylan S. Ramsey		
Address Line 1:	1345 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10105		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 1006643

NAME OF SUBMITTER:	Dylan Ramsey
Signature:	/Dylan Ramsey/
Date:	04/27/2006
Total Attachments: 7 source=Termination and Release#page1.tif source=Termination and Release#page2.tif source=Termination and Release#page3.tif source=Termination and Release#page4.tif source=Termination and Release#page5.tif source=Termination and Release#page6.tif source=Termination and Release#page7.tif	

TERMINATION AND RELEASE AGREEMENT

Dated 27 April 2006

among

PAREXLAHABRA, INC.

and

the other parties named herein

as Obligors

and

ING BANK N.V., LONDON BRANCH

as Security Trustee

Linklaters

1345 Avenue of the Americas
New York, NY 10105

THIS AGREEMENT (the "**Agreement**") dated as of 27 April 2006,

BETWEEN:

- (1) **PAREXLAHABRA, INC.**, a corporation organized under the laws of California and successor by merger to LaHabra Products, Inc., El Rey Stucco Co., and Parex, Inc.;
- (2) **MLA INC.** (formerly Lafarge Calcium Aluminates Inc.), a corporation organized under the laws of Virginia;
- (3) **MATERIS U.S. MORTARS INC.**, a corporation organized under the laws of Delaware;
- (4) **CHRYSO SAS**, a corporation organized under the laws of France;
- (5) **MLA SA** (formerly Lafarge Aluminates SA), a corporation organized under the laws of France;
- (6) **MATERIS ALUMINATES SAS**, a corporation organized under the laws of France;
- (7) **MATERIS HOLDING LUXEMBOURG S.A.**, a company organised as a *société anonyme* under the laws of the Grand-Duchy of Luxembourg, having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg in the Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under the number B- 95,859, and successor by merger to Materis Bel Mortiers S.P.R.L.,

Hereafter referred to as the "**Obligors**";

AND

- (8) **ING BANK N.V., London Branch**, a credit institution organised under the laws of the Netherlands, having its registered office at 60, London Wall, London EC2M 5TQ, United Kingdom, acting for itself and in its capacity as Security Trustee under the Intercreditor Agreement (as defined below);

Hereafter referred to as the "**Security Trustee**";

WHEREAS:

- (A) The Obligors and the other parties party thereto entered into a Senior Facility Agreement dated September 22, 2003 (as amended and restated from time to time, the "**Senior Facility Agreement**").
- (B) The Obligors and the other parties party thereto entered into a Mezzanine Loan Agreement dated September 22, 2003 (as amended and restated from time to time, the "**Mezzanine Loan Agreement**" and together with the Senior Facility Agreement, the "**Finance Documents**").
- (C) Pursuant to the terms of the Intercreditor Agreement dated September 22, 2003 (as amended and restated from time to time, the "**Intercreditor Agreement**"), the Security Trustee was appointed security trustee for the benefit of the Senior Finance Parties and the Mezzanine Finance Parties (each as defined in the Intercreditor Agreement);
- (D) To create security for the due performance of the obligations and liabilities of the Obligors under the Finance Documents (the "**Secured Obligations**"), the Obligors and the Security Trustee entered into the agreements listed on Schedule A hereto (all such agreements, and all amendments to any and all thereof, are collectively referred to herein as the "**US Specified Security Documents**").
- (E) The Obligors have requested that the Security Trustee terminate the US Specified Security Documents and any other security agreement, stock pledge agreement, mortgage, deed of trust or security document, in each case, to the extent that an Obligor has granted a security interest in favor of the Security Trustee thereunder in connection with the Finance Documents

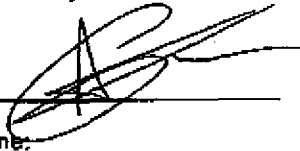
(collectively, the "US Security Documents"), and release the security created thereby and to execute the Agreement.

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1 Capitalised Terms** Capitalised terms used but not defined herein shall have the respective meanings given to them in the Security Agreement referred to in item 1 of Exhibit A.
- 2 Payoff** The Security Trustee hereby confirms that as of 27 April 2006, upon receipt of (i) €243,142,863.12, (ii) €720,393,983.17, (iii) £3,005,246.18 and (iv) U.S.\$49,267,356, the Secured Obligations will be repaid and discharged in full.
- 3 Termination of the Documents** Each of the parties hereto agrees that (i) except with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination of the US Security Documents, the US Security Documents are hereby terminated, such termination to be effective as of the date hereof, (ii) any requirement of notice (whether written or oral) with respect to the termination of any of the US Security Documents is hereby waived by the respective parties hereto, and (iii) any other requirement or condition precedent to the termination of any of the US Security Documents is hereby waived or shall be deemed to have been satisfied, as the case may be. The Obligors acknowledge that the Security Trustee's execution of and/or delivery of any documents releasing any security interest or claim in any property is made without recourse, representation, warranty or other assurance of any kind by the Security Trustee as to the Security Trustee's rights in any collateral security for amounts owing under the Finance Documents, the condition or value of any collateral, or any other matter. Each Obligor agrees that, upon the execution of this Agreement, such Obligor releases the Security Trustee and the Senior Finance Parties and the Mezzanine Finance Parties and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Obligor ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Finance Documents.
- 4 Further Assurances** Each of the parties hereto agrees to execute such documents or instruments (including, but not limited to, mortgage releases and the filing of UCC-3 termination statements) and to take such other actions, in each case at the Obligors' expense, as any party may reasonably request in order to evidence the termination of the US Security Documents and the security interests granted in connection herewith.
- 5 Counterparts** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement. No party may assign its rights, duties or obligations under this letter agreement without the prior written consent of the other parties.
- 6 GOVERNING LAW** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE N.Y. GENERAL OBLIGATIONS LAW.

In witness whereof the parties hereto have caused this Agreement to be duly executed as of this 27th day of April, 2006.

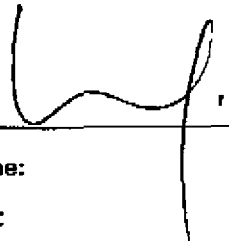
ING BANK N.V., LONDON BRANCH
as Security Trustee



Name:

Title:


MATERIS HOLDING LUXEMBOURG S.A.



Name:

Title:

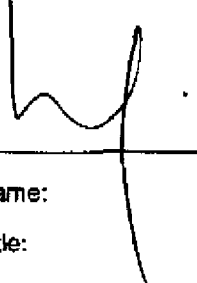
PAREXLAHABRA, INC.



Name:

Title:

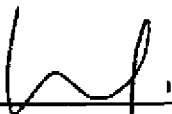
MLA INC.



Name:

Title:


MATERIS U.S. MORTARS INC.



Name:

Title:


CHRYSO SAS



Name:

Title:


MLA SA



Name:

Title:

MATERIS ALUMINATES SAS



Name:

Title:

Schedule A
US Specified Security Documents

- 1 Security Agreement dated as of November 6, 2003 between La Habra Products, Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 2 Restricted Account and Securities Account Control Agreement dated as of February 2004 among La Habra Products, Inc., ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, and Wells Fargo Bank, National Association.
- 3 Deed of Trust, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Rents and Leases made as of November 6, 2003 by La Habra Products, Inc. to First American Title Insurance Company as trustee for the benefit of ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of Orange County, California on November 19, 2003 as record number 2003-01403559.
- 4 Deed of Trust, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Rents and Leases made as of November 6, 2003 by La Habra Products, Inc. to First American Title Insurance Company as trustee for the benefit of ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of Riverside County, California on January 12, 2004 as record number 2004-0020571.
- 5 Security Agreement dated as of November 6, 2003 between El Rey Stucco Co. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 6 Deed of Trust, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Rents and Leases made as of November 6, 2003 by El Rey Stucco Co. to the Public Trustee of El Paso County, Colorado as trustee for the benefit of ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of El Paso County, Colorado on November 17, 2003 as record number 203270157.
- 7 Line of Credit Mortgage, Security Agreement, Financing Statement, and Assignment of Leases and Rents made as of November 6, 2003 by El Rey Stucco Co. to ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of Bernalillo County, New Mexico on December 13, 2003 as record number 2003-221425.
- 8 Security Agreement dated as of November 6, 2003 between Parex, Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 9 Deed to Secure Debt and Security Agreement dated as of November 6, 2003 between Parex, Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of Dekalb County, Georgia on November 17, 2003 as record number 15439.
- 10 Deed of Trust, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Rents and Leases made as of November 6, 2003 by Parex, Inc. to First American Title

Insurance Company as trustee for the benefit of ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of San Joaquin County, California on November 17, 2003 as record number 2003264795.

- 11 Security Agreement dated as of November 6, 2003 between Lafarge Calcium Aluminates, Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 12 Restricted Account Agreement dated as of January 29, 2004 among LaFarge Calcium Aluminates, Inc., ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, and SunTrust Bank.
- 13 Deed of Trust, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Rents and Leases made as of November 6, 2003 by LaFarge Calcium Aluminates, Inc. to James W. DeBoer as trustee for the benefit of ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties, recorded in the real property records of the City of Chesapeake, Virginia on March 19, 2004 as record number 040019717.
- 14 Security Agreement dated as of November 6, 2003 between Materis US Mortars Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 15 Stock Pledge Agreement, dated as of November 6, 2003 between Materis US Mortars Inc. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 16 Stock Pledge Agreement, dated as of November 6, 2003 between Chryso SAS and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 17 Stock Pledge Agreement, dated as of November 6, 2003 between Lafarge Aluminates SA and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 18 Security Agreement dated as of November 6, 2003 between Lafarge Aluminates SA and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 19 Security Agreement dated as of November 6, 2003 between Materis Aluminates SAS and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 20 Stock Pledge Agreement, dated as of November 6, 2003 between Materis Bel Mortiers S.P.R.L. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.
- 21 Stock Pledge Agreement, dated as of November 6, 2003 between Materis Holding Luxembourg S.A. and ING Bank N.V., London Branch as Security Trustee for the Senior Finance Parties and the Mezzanine Finance Parties.