

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A.	09/26/2013
RECEIVING PARTY DATA	
Name:	Custom Building Products, Inc.
Street Address:	13001 Seal Beach Boulevard
City:	Seal Beach
State/Country:	CALIFORNIA
Postal Code:	90740
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7370384
Patent Number:	8357238
Patent Number:	8490356
Application Number:	13102900
CORRESPONDENCE DATA	
Fax Number:	2129096836
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ATTORNEY DOCKET NUMBER:	23109-1016
NAME OF SUBMITTER:	Steven Keslowitz

Signature:	/Steven Keslowitz/
Date:	09/26/2013
Total Attachments: 4 source=Custom_ Release of Security Interest in Patent _Supplemental PSA#page1.tif source=Custom_ Release of Security Interest in Patent _Supplemental PSA#page2.tif source=Custom_ Release of Security Interest in Patent _Supplemental PSA#page3.tif source=Custom_ Release of Security Interest in Patent _Supplemental PSA#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENTS

TERMINATION AND RELEASE, dated as of September 26, 2013, from BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent") to Custom Building Products, Inc., a Delaware corporation (the "Pledgor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of March 19, 2010, among the Administrative Agent, the Pledgor, and the additional parties thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Amended and Restated Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, originally dated as of March 19, 2010, and amended and restated as of December 14, 2012 (the "Amended and Restated Security Agreement"), made by the Pledgor in favor of the Administrative Agent and the additional parties thereto, a security interest (the "Security Interest") was granted by the Pledgor to the Administrative Agent in certain Patent Collateral (as hereinafter defined); and

WHEREAS, the Administrative Agent and the Pledgor entered into that certain Supplemental Patent Security Agreement, dated as of December 14, 2012 (the "Supplemental Patent Security Agreement"), which was recorded in the Patent Division of the United States Patent and Trademark Office on December 14, 2012, at Reel 029469, Frame 0716; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Amended and Restated Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Patent Collateral: The term "Patent Collateral," as used herein, shall mean:
 - (a) Patents of the Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

2. Release of Security Interest: The Administrative Agent hereby, without representation or warranty of any kind, terminates, releases and discharges its Security Interest in the Patent Collateral, and retransfers and reassigns to the Pledgor any right, title or interest of the Administrative Agent in, to or under the Patent Collateral of the Pledgor.

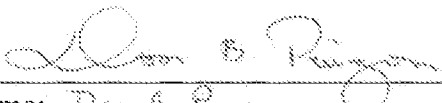
3. Further Assurances: The Administrative Agent agrees to execute and deliver to the Pledgor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest, upon the reasonable request of the Pledgor and at the Pledgor's sole cost and expense.

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

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Don B. Pivacco
Title: Vice President

SCHEDULE I

Patents

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Custom Building Products, Inc.	7,370,384	COMBINATION WEDGE AND NOTCH TROWEL WITH REVERSIBLE GRIP HANDLE Utility Patent
Custom Building Products, Inc.	8,357,238	RAPID CURING WATER RESISTANT COMPOSITION FOR GROUTS, FILLERS AND THICK COATINGS Utility Patent Application
Custom Building Products, Inc.	8,490,356	MORTARLESS TILE INSTALLATION SYSTEM AND METHOD FOR INSTALLING TILES

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
Custom Building Products, Inc.	13/102,900	MORTARLESS TILE INSTALLATION SYSTEM AND METHOD FOR INSTALLING TILES Utility Patent Application