

08-05-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Bank of New York

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: Building Materials Corporation of America

Internal
Address: _____

Street Address: 1361 Alps Road

City: Wayne State: NJ Zip: 07470

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release of Security Interest in Trademarks

Execution Date: July 9, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached
75977850

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

OPR/FINANCE
AUG - 1 AM 3:57

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 81

7. Total fee (37 CFR 3.41)..... \$ 2,040.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Tamara L. Hrivnak July 25, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

08/04/2003 ECOOPER 00000106 75977850
01 FC:8521 40.00 DP
02 FC:8522 2000.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

NYDOCS04/381109.1

TRADEMARK
REEL: 002785 FRAME: 0442

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Applications

75/977850	75/383583	75/546021	75/340377	75/455545
75/388236	75/288046	75/534669	75/306441	75/497143
75/608894	75/203558	75/547833	75/203555	75/214137
75/016548	75/203556	75/406961	75/203560	75/383593
75/371032	75/123456	75/422587	75/175771	75/308109
75/434089	75/203557	75/371293	75/441376	

Registration

2,343,918	2,286,121	1,826,938	687,781	929,407
1,857,711	2,151,380	1,828,884	688,556	1,503,946
1,845,137	976,218	889,613	1,178,156	510,687
1,922,032	1,870,560	1,855,193	1,503,948	726,366
2,019,798	22,261,464	2,286,284	1,500,552	1,644,779
2,196,302	2,037,649	1,529,717	2,261,463	2,300,324
2,279,860	2,071,129	2,112,558	738,477	1,579,005
2,106,059	1,749,406	2,228,845	1,966,070	995,152
519,642	2,155,570	1,374,797	3,460,520	2,362,748
2,155,572	1,115,644	50,919	989,470	1,515,403
2,159,722	738,126			

NO ADDITIONAL PAGES

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of July 9, 2003, from THE BANK OF NEW YORK, as Collateral Agent under that certain Security Agreement, dated as of December 22, 2000 among each Grantor (as defined in said Security Agreement), The Bank of New York, as Collateral Agent (the "Security Agreement") and BUILDING MATERIALS CORPORATION OF AMERICA, a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to The Bank of New York in its capacity as Collateral Agent under a certain grant of security interest agreement and under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on January 29, 2001, at Reel 002221; Frame 0400; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and applicatoinns set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.

2. Release: The Collateral Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Collateral Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

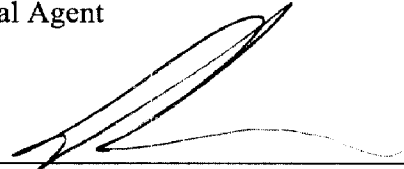
5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. Counterparts: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]

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

THE BANK OF NEW YORK, as
Collateral Agent

By: 


Name: Andres E. Serrano

Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On this 1st day of July, 2003, before me personally appeared Andres E. Serrano to me known who, being by me duly sworn, did depose and say that he is a vice president of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.



Notary Public
MICAH J. DOOLEY
NOTARY PUBLIC, State of New York
No. 24-4753019
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2007

SCHEDULE A

U.S. Trademarks (registered)

Mark	Reg. No.	Reg. Date	App. No.	Reg. Date
ALGAE EATER	2,343,918	04/18/2000		
BMCA & DESIGN			75/977850	06/13/1997
CANYON COLORS			75/388236	11/12/1997
CASTLEROCK			75/608894	
COBRA	1,857,711	10/11/1994		
COBRA & DESIGN	1,845,137	07/12/1994		
COBRA FASCIA VENT	1,922,032	09/26/1995		
COBRA VENOM	2,019,798	11/26/1996		
COLOR CONTRAST			75/016548	11/08/1995
COLOR LOCK	2,196,302	10/13/1998		
COLOR TONES			75/371032	10/10/1997
COUNTRY MANSION	2,279,860	09/21/1999		
CUSTOMER ADVANTAGE			75/434089	02/13/1998
DESIGN COLLECTION			75/383583	11/03/1997
DIAMOND CUT	2,106,059	10/14/1997		
DUBL-COVERAGE	519,642	07/10/1990		

* An Application No. was filed but the mark was not registered.

Mark	Reg. No.	Reg. Date	Serial No.	Reg. Date
DURA GRIP	2,155,572	05/05/1998		
EVERGUARD	2,286,121	10/12/1999		
EVERTITE			75/288046	05/07/1997
FIBER NET			75/203558	11/25/1996
FIBERTECH	2,151,380	04/14/1998		
FLASHTITE	976,218	07/08/1974		
FLIP FOLD			75/203556	11/25/1996
FUNGUS-ALGAE GUARD & DESIGN	1,870,560	12/27/1994		
GAF SMARTMAIL			75/123456	06/01/1998
GOLDEN PLEDGE	22,261,464	07/13/1999		
GRAND SEQUOIA	2,037,649	02/11/1997		
INSUL-AIR	2,071,129	06/17/1997		
MARQUIS	1,749,406	01/26/1993		
MICRO WEAVE	2,155,570	05/05/1998		
MINERAL SHIELD	1,115,644	03/27/1979		
MULTI PLEX			75/203557	11/25/1996
NATURAL SHADOW	1,826,938	03/15/1994		
NATURAL SHADOW & DESIGN	1,828,884	03/29/1994		
NAUTILUS			75/546021	09/01/1998
NOR'EASTER	889,613	04/21/1990		

OLD AMERICAN	1,855,193	09/20/1994		
ORIGINAL TIMBERLINE	2,286,284	10/12/1999		
OUTER BANKS			75/534669	08/08/1998
PLY 6	1,529,717	03/14/1989		
REFACE			75/547833	09/02/1998
RIDGETEX	2,112,558	11/11/1997		
RIGID VENT II			75/406961	12/17/1997
ROOF ADVISOR			75/422587	01/23/1998
ROOFING 2000 AND BEYOND	2,228,845	03/02/1999		
ROYAL SOVEREIGN	1,374,797	12/10/1985		
RUBEROID	50,919	04/03/1986		
RUBEROID	687,781	11/10/1979		
RUBEROID	523,839	06/13/1996		
RUBEROID	827,433	10/30/1996		
RUBEROID SELF SEALING	688,556	07/28/1958		
SENTINEL	1,178,156	11/17/1981		
SHADOW ACCENT			75/371293	10/10/1997
SHINGLE-MATE	1,503,948	09/13/1998		
SIGNATURE			75/340377	08/13/1997
SLATELINE	1,500,552	08/16/1998		

SMART CHOICE	2,261,463	06/13/1999		
SMART CHOICE			75/306441	06/10/1997
SMART CHOICE PERSONALIZER			75/203555	11/25/1996
SMART CHOICE PRESENTER			75/203560	11/25/1996
SMART PRESENTER			75/175771	10/02/1996
SOF-EDGE			75/441376	02/26/1998
SOVEREIGN	738,477	10/02/1982		
STONEHENGE	1,996,070	09/21/1994		
STORM-PAK			75/455545	01/09/1998
STORMGUARD	3,460,520	06/20/2000		
STRATAVENT	989,470	07/30/1974		
TILEMATE			75/497143	06/03/1998
TIMBER RIDGE			75/214137	12/13/1996
TIMBERLINE	929,407	02/22/1972		
TIMBERLINE	185,556	09/15/1987		
TIMBERTEX	1,503,946	09/13/1998		
TITE-ON	510,687	06/07/1999		
TRADITIONS COLLECTION			75/383593	11/03/1997
TWIN-TABS	726,366	01/09/1982		
ULTIMA			75/308109	06/13/1997

Mark	Serial No.	Registration No.	Registration Date	Class
ULTRA	1,644,779	05/14/1991		
ULTRACLAD	2,300,324	12/14/1999		
ULTRAFACE	1,579,005	01/23/1990		
WEATHER COAT	995,152	10/08/1974		
WEATHER STOPPER	2,362,748	06/27/2000		
WEATHER WATCH	1,515,403	12/06/1998		
WEATHERMAX	2,159,722	05/19/1998		
WINDJAMMER	738,126	09/25/1982		