08-04-2003

Form PTO-1594 U.S. DEPARTMENT OF COMMERCE 102515948... (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) Tab settings To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and Address of receiving party(ies) 1. Name of conveying party(ies): Name: Exterior Technologies Corporation The Bank of New York Internal ☐ Individual(s) ☐ Association Address: ☐ General Partnership Limited Partnership Street Address: 1212 Brai Drive City: Port Arthur State: TX Zip: 77643 ☐ Other ___ Individual(s) citizenship _____ Association _ Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No ☐ General Partnership ____ 3. Nature of conveyance: Limited Partnership ___ ☐ Assignment ☐ Merger □ Corporation-State: Texas ☐ Security Agreement ☐ Change of Name ☐ Other ○ Other Termination and Release of Security Interest in If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes (Designations must be a separate document from assument) Trademarks Additional name(s) & address(es) attached: Yes 🔼 No Execution Date: July 9, 2003 Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Attached Additional number(s) attached Yes No 5. Name and address of party to whom correspondence 6. Total number of applications and registrations involved: concerning document should be mailed: Name: Intellectual Property Docketing 7. Total fee (37 CFR 3.41)......\$ 65.00 Internal Address: SHEARMAN & STERLING LLP Authorized to be charged to deposit account Street Address: 599 Lexington Avenue 8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324 City: New York State: NY Zip: 10022 (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. Hitwoak July 24, 2003 Name of Person Signing Date Signature 08/01/2003 DIYRNE 00000017 2117922 Total number of pages including cover sheet, attachments, and document: ail documents to be recorded with required cover sheet information to: 40.00 OF

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Commissioner of Patent & Trademarks, Box Assignments 25.00 OF

Washington, D.C. 20231

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

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SCHEDULE A

U.S. Trademarks (registered)

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M AND DESIGN	2,117,922	12/02/1997	
MWELD	1,631,290	01/15/91	

NO ADDITIONAL PAGES

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of July 1, 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 EXTERIOR TECHNOLOGIES CORPORATION, a Texas 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 002229; Frame 0238; 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. <u>Collateral</u>: 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 service marks set forth on <u>Schedule A</u> attached hereto and (i) all registrations, applications, recordings and commonlaw 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. <u>Release</u>: The Collateral Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
- 3. <u>Recordation</u>: 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. <u>Further Assurance</u>: 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.

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- 5. <u>Modification</u>: 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. <u>Counterparts</u>: 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.]

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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) ss: COUNTY OF NEW YORK)

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 Files in New York County
Commission Expires June 30, 2667

SCHEDULE A

U.S. Trademarks (registered)

M AND DESIGN	2,117,922	12/02/1997
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RECORDED: 07/31/2003