

08-04-2003

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



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
[X] Corporation-State
Other

2. Name and Address of receiving party(ies)
Name: GAF Premium Products Inc.
Internal Address:
Street Address: 1361 Alps Road
City: Wayne State: NJ Zip: 07470
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State: Delaware
Other

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

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other Termination and Release of Security Interest in Trademarks
Execution Date: July 9, 2003

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 [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) See Attached
Additional number(s) attached [X] Yes [ ] No

Stamp: OPR/FINANCE JUL 31 AM 4 06

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: 21
7. Total fee (37 CFR 3.41) \$ 540.00
[X] Enclosed
[X] 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.
Name of Person Signing: Tamara L. Hrivnak
Signature: [Handwritten Signature]
Date: July 24, 2003
Total number of pages including cover sheet, attachments, and document: 12

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

**Continuation of Trademark Recordation Form Cover Sheet**

**Continuation of Box 4:**

SCHEDULE A

U.S. Trademarks (registered)

Mark	Regis. No.	Regis. Date
AMERICAN TRADITIONAL	1,078,936	12/06/1977
CALIFORNIA RANCHO & DESIGN	759,510	11/05/1963
CEDATEX	1,037,482	04/06/1976
COLORBLEND	2,063,282	05/20/1997
FIBER-SHAKE & DESIGN	815,289	09/20/1966
HERITAGE SLATE	1,642,091	04/23/1997
MAGNA-TONES	748,641	04/30/1963
NARRO-SIDE	723,706	11/07/1961
POCONO	1,037,875	04/13/1976
SLATE OF THE ART	1,492,259	06/14/1998
STRIDE	745,293	02/19/1963
SUPRA-SHAKE	1,727,636	10/27/1992
SUPRA-TONES	718,807	07/25/1961
SUPRADUR	1,817,937	01/25/1994
SUPRADUR	1,431,045	03/03/1987
SUPRANYL	1,135,769	05/20/1980
SUPRASELL & DESIGN	1,140,808	10/28/1980
SUPRATECT & DESIGN	813,791	08/30/1966
SUPRAWALL & DESIGN	813,287	08/23/1966

[REDACTED]		
ULTRA SLATE	2,154,610	05/05/1998
WESTERN-SHAKE	1,725,715	10/20/1992

**NO ADDITIONAL PAGES**

**TRADEMARK**  
**REEL: 002793 FRAME: 0344**

**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 GAF PREMIUM PRODUCTS INC., 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 002229; Frame 0253; 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 service marks 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.

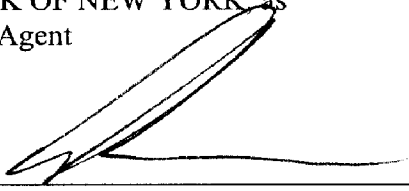
4. Further Assurance: The Collateral Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to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

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            )  
  )        ss:  
COUNTY OF NEW YORK        )

On this 1<sup>st</sup> 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

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