

04-28-2004

Form PTO-1594 (rev 3/1)

4/19/04

RECO



U. S. Department of Commerce Patent and Trademark Office

102728169

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

1. Name of conveying party(ies):

Royal Bank of Scotland Plc

Individual(s) Association
General Partnership Limited Partnership
Corporation
X Other - New York Foreign Banking Corporation

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

2. Name and Address of receiving party(ies)

MW Manufacturers Inc.
Rocky Mount Window Plant No. 1
433 North Main Street
Rocky Mount, VA 24151

Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation - Delaware
Other

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

3. Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
X Other: Termination of Grant of Trademark Security Interest

Execution Date: February 24, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76334204 76469756 76469755

B. Trademark Registration No(s).

1865281 1865280 1543547 1542227
2367605 2135164 1548316 1540495
2362669 2018918

Additional numbers attached? Yes X No

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

Kenneth A. Rubenstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 13

7. Total fee (37 CFR 3.41) \$340

X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 039350/5)

8. Deposit Account No. 19-2385

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.

Kenneth A. Rubenstein

[Signature]

April 19, 2004

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

OPR/FINANCE APR 19 AM 7:12

04/12/04 EDU/PA 00000004 152365 76334204

01 FC:0521 40.00 DR

02 FC:0522 300.00 DR

TERMINATION OF GRANT OF TRADEMARK SECURITY INTEREST

This Termination of Grant of Trademark Security Interest is given as of this 21 day of February 2004 by Royal Bank of Scotland plc ("Grantor"), with offices at 101 Park Avenue, New York, New York 10178, in favor of MW Manufacturers Inc., a Delaware corporation ("Grantee"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of January 17, 2003 among Grantee, its domestic subsidiaries, Grantor and the other grantors named therein (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantee granted to Grantor a security interest in all of Grantee's right, title and interest in and to all Trademarks and Trademark Licenses, in each case whether then or thereafter existing or in which Grantee then or thereafter acquired an interest, wherever the same may be located, which security interest was recorded in the United States Patent and Trademark Office on January 24, 2003 at Reel 2600/Frame 636. For the purposes of this Termination of Grant of Trademark Security Interest, "Trademarks" shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, uniform resource locators (URLs), domain names, and other source or business identifiers, and the goodwill associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule A attached hereto, and all extensions or renewals thereof. For the purposes of this Termination of Grant of Trademark Security Interest, "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to Grantee of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A attached hereto; and


WHEREAS, Grantor desires to release its security interest in all of Grantee's right, title and interest in and to all Trademarks and Trademark Licenses, in each case whether then or thereafter existing or in which Grantee then or thereafter acquires an interest, wherever the same may be located.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby releases its security interest in all of Grantee's right, title and interest in and to all Trademarks and Trademark Licenses and all rights corresponding thereto throughout the world, in each case whether then or thereafter existing or in which Grantee then or thereafter acquired an interest, wherever the same may be located and reassigns any and all interest that it may have in the Trademarks and Trademark Licenses to Grantee.

IN WITNESS WHEREOF, Grantor has caused this Termination of Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24 day of February, 2004.

ROYAL BANK OF SCOTLAND PLC

By:

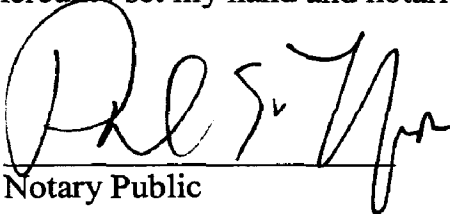

Name: BRIAN LINDSEY
Title: VICE PRESIDENT

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Brian Lindley personally known to me to be ~~the~~ a Vice President of Royal Bank of Scotland plc, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

24th IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day of February, 2004.

PAUL S. TUFARO
Notary Public, State of New York
No. 02TU6078357
Qualified in New York County
Commission Expires July 29, 2006


Notary Public

My commission expires: _____

**SCHEDULE A TO TERMINATION OF
GRANT OF TRADEMARK SECURITY INTEREST**

1. Registered Trademarks

<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
JEFFERSON	74/054644	1,865,281	11/29/94
JEFFERSON	74/054608	1,865,280	11/29/94
MIMS&THOMAS	73/717061	1,543,547	6/13/89
MW	73/697347	1,542,227	6/6/89
MW	75/542630	2,367,605	7/18/00
RENO	74/682364	2,135,164	2/10/98
THE FREEDOM WINDOW	73/764264	1,548316	7/18/89
TWINSEAL	73,717062	1,540,495	5/23/89
ULTRATILT	75/344847	2,362,669	6/27/00
V-WOOD	74/709800	2,018,918	11/26/96

2. Trademark Applications

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>
UNITY	76/334204	11/5/01
FREEDOM	76/469,756	11/26/02
FREEDOM REVERE	76/469,755	11/26/02