

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		03/29/2005	Association:

RECEIVING PARTY DATA

Name:	Arrow Group Industries, Inc.
Street Address:	1680 Route 23 North
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07474
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1047993	STORETTE
Registration Number:	1206943	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS
Registration Number:	1206944	ARROW
Registration Number:	1206945	ARROW
Registration Number:	1291825	YARDSAVER
Registration Number:	2216709	EZEE SHED

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@t-t.com
 Correspondent Name: Thomson & Thomson
 Address Line 1: 1750 K Street, NW

CH \$165.00 1047993

Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/29/2005

Total Attachments: 10

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "**Release**") is dated as of March 29, 2005. Reference is hereby made to the Grant of Trademark Security Interest (the "**Grant**"), dated as of May 29, 2002, by and between Arrow Group Industries, Inc., a Delaware corporation having an address at 1680 Route 23 North, Wayne, New Jersey 07474 (the "**Assignor**") and Wells Fargo Bank, National Association., as Administrative Agent (the "**Assignee**") recorded with the United States Patent and Trademark Office on June 5, 2002, on Reel/Frame No. 2523/0906, a copy of which is attached hereto as Exhibit A.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the Trademarks (as defined in the Grant) (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature in the Trademark Collateral granted, assigned or conveyed pursuant to the Grant.

The Assignee hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, Assignee has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: *David Henry*
Name: David Henryway
Title: Asst. VP

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTERESTS**

Registered Trademarks:

	<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Arrow Group Industries, Inc.	Storette	1047993	09/14/76
2.	Arrow Acquisition, Inc.	Arrow World's Leading Maker of Storage Buildings & Design	1206943	09/07/82
3.	Arrow Acquisition, Inc.	Arrow & Design	1206944	09/07/82
4.	Arrow Acquisition, Inc.	Arrow	1206945	09/07/82
5.	Arrow Acquisition, Inc.	Yardsaver	1291825	08/28/84
6.	Arrow Acquisition, Inc.	Ezee Shed	2216709	01/05/99

**EXHIBIT A
TO
RELEASE OF TRADEMARK SECURITY INTERESTS**

(see attached)

06-12-2002

918,120-287

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

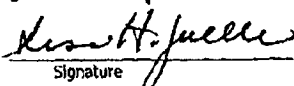
OFFICE OF RECORDS
TRADEMARKS
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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Arrow Group Industries, Inc. 6.5.02</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Association</p> <p><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Wells Fargo Bank, National Association, as Administrative Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>333 South Grand Avenue, 9th Floor</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input checked="" type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation-State _____</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>1. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other: <u>Grant of Trademark Security Interest</u></p> <p>Execution Date: <u>May 29, 2002</u></p>		<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration No.(s) <u>2,216,709; 1,291,825; 1,047,993; 1,206,943; 1,206,944; and 1,206,945</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Lisa H. Juelle</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>O'MELVENY & MYERS LLP</u> <u>400 South Hope Street</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071-2899</u></p>		<p>6. Total number of applications and registrations involved: <u>6</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$165.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>Lisa H. Juelle</u>  <u>June 5, 2002</u></p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></p>			

06/12/2002 6TDH11 00000005 2216709

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

01 FC:481 40.00 OP
02 FC:482 125.00 OP
LAT:972999.1

TRADEMARK
REEL: 002523 FRAME: 0906

TRADEMARK
REEL: 003054 FRAME: 0712

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **ARROW GROUP INDUSTRIES, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Arrow Group Industries, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of May 29, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 29, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral; and

WHEREAS, the CIT Group/Business Credit, Inc. ("**CIT**") and Company have entered into that certain Financing Agreement dated as of May 29, 2002, pursuant to which CIT and the other Lenders thereunder (as defined therein) have agreed to extend certain financial accommodations (the "**CIT Indebtedness**") to Company; and

WHEREAS, as security for the prompt payment and performance of the CIT Indebtedness, Grantor has granted CIT a first-priority security interest in the Trademark Collateral; and

WHEREAS, CIT and Secured Party have entered into that certain Intercreditor Agreement dated May 29, 2002 (the "**Intercreditor Agreement**"), establishing the various rights, priorities and interests as between CIT and Secured Party;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located

(the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything in the Security Agreement to the contrary, in the event of any conflict between any provision of the Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control and the conflicting provision of the Security Agreement shall be deemed to be inapplicable.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of May, 2002.

ARROW GROUP INDUSTRIES, INC.

By: Luke Hosenitz, Jr.
Name: LUKE HOSENITZ, JR.
Title: V.P. FINANCE, CFO

LA1:972288

S-1

Grant of Trademark Security Interest

TRADEMARK
REEL: 002523 FRAME: 0909

TRADEMARK
REEL: 003054 FRAME: 0715

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Group Industries, Inc.	EZEE SHED	2,216,709	January 5, 1999
Arrow Acquisition, Inc.	YARDSAVER	1,291,825	August 8, 1984
Arrow Acquisition, Inc.	STORETTE	1,047,993	September 14, 1976
Arrow Acquisition, Inc.	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS & Design	1,206,943	September 7, 1982
Arrow Acquisition, Inc.	ARROW & Design	1,206,944	September 7, 1982
Arrow Acquisition, Inc.	ARROW	1,206,945	September 7, 1982

*Note: Arrow Acquisition, Inc. was the former name of Arrow Group Industries, Inc.

A-1

Grant of Trademark Security Interest

LA1:972288

TRADEMARK
REEL: 002523 FRAME: 0910

TRADEMARK
REEL: 003054 FRAME: 0716

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Canadian Trademarks in the name of "Arrow Group Industries, Inc."

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrow Group Industries, Inc.	EZEE SHED	TMA 553,849	September 29, 2000
Arrow Group Industries, Inc.	PERMAPLATE & DESIGN	1,117,767	October 5, 2001

A-1

Grant of Trademark Security Interest

LA1:972288

RECORDED: 06/05/2002

**TRADEMARK
REEL: 002523 FRAME: 0911**

RECORDED: 03/29/2005

**TRADEMARK
REEL: 003054 FRAME: 0717**