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

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

1-13-05-50-1-1

1. Name of conveying party(ies): Canadian Imperial Bank of Commerce Individual(s) Association General Partnership Limited Partnership Corporation-State Other Bank

2. Name and address of receiving party(ies) Name: Atrium Door and Window Internal Address: Company - West Coast Street Address: 5455 E. LaPalma Avenue, Ste. A City: Anaheim State: CA Zip: 92807

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other RELEASE OF SECURITY INTEREST Execution Date: 12/28/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) none B. Trademark Registration No.(s) 1,956,834 and add'l numbers on attached Exhibit A

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Luis Rodriguez Corporation Service Company 1133 Avenue of the Americas Suite 3100 New York, NY 10036 Street Address: order # 140751-10 cm # 15370.301 City: New York State: NY Zip:

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Maureen P. Murphy Name of Person Signing Signature Date 12/28/2004

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

01/14/2005 ECOOPER 00000014 1956834 01 FC:8521 40.00 DP 02 FC:8522 75.00 DP

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

TRADEMARK REEL: 003103 FRAME: 0817

Exhibit A

**LIST OF TRADEMARKS (ATRIUM DOOR AND WINDOW COMPANY-WEST COAST)**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Atrium Door and Window Company – West Coast (d/b/a H-R Window Supply, Inc.)	<b>Registered Trademark</b> U.S. Registration No. 1,956,834	<b>AARDVARK</b>
Atrium Door and Window Company – West Coast (d/b/a H-R Window Supply, Inc.)	<b>Registered Trademark</b> U.S. Registration No. 1,925,477	<b>APPLAUSE</b>
Atrium Door and Window Company – West Coast (d/b/a Gentek Building Products, Inc.)	<b>Registered Trademark</b> U.S. Registration No. 2,176,756	<b>TRADITIONS</b>
Atrium Door and Window Company – West Coast (d/b/a H-R Window Supply, Inc.)	<b>Registered Trademark</b> U.S. Registration No. 1,925,476	<b>TRIUMPH</b>

## **RELEASE OF SECURITY AGREEMENT**

**THIS RELEASE OF SECURITY AGREEMENT** (this "Release") is made as of December 28, 2004 (the "Effective Date") by and between Atrium Companies, Inc. as Borrower and the Guarantors party to the Security Agreement (collectively, the "Pledgors"), and Canadian Imperial Bank of Commerce, as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Administrative Agent").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement, dated as of December 10, 2003 among the Pledgors and the Administrative Agent (the "Security Agreement"), the Pledgors pledged, assigned and granted to the Administrative Agent a continuing first priority security interest in all of its right, title and interest in and to the Pledged Collateral (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Trademarks"), the patent registrations and applications set forth on Schedule 2 hereto (collectively, the "Patents"), and the copyright registrations and applications set forth on Schedule 3 hereto (collectively, the "Copyrights"), together with the goodwill associated therewith;

**WHEREAS**, Pledgors and the Administrative Agent entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of December 10, 2003, as amended September 1, 2004 by and among the Pledgors and the Administrative Agent (the "Credit Agreement")

**WHEREAS**, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on January 16, 2004 at Reel 002903, Frame 0044 and the Security Agreement relating to Patents was recorded with the Patents Division of the U.S. Patent & Trademark Office on January 16, 2004 at Reel 014926, Frame 0591;

**AND WHEREAS**, The Borrower has paid in full all of its outstanding Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Pledged Collateral, without warranty or recourse.

If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Pledged Collateral, it hereby assigns and transfers such rights, title or interest to Pledgors.

The Administrative Agent shall take all further actions, and provide to Pledgors and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Pledgors to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, The Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Canadian Imperial Bank of Commerce, as Administrative Agent

By: William J. Kelleher  
Name: William J. Kelleher, Jr.  
Title: Managing Director