# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Trademark Security Interest Termination and Release

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY Bank of America Illinois	03/29/2006	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	Robertson-Ceco Corporation	
Street Address:	70 W. Madison, Ste 5600	
Internal Address:	c/o Heico Companies, LLC	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60602	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0523359	CECO
Registration Number:	1317615	STAR
Registration Number:	1797517	STAR
Registration Number:	1767171	STAR BUILDING SYSTEMS
Registration Number:	0942556	STAR

### **CORRESPONDENCE DATA**

900045732

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3123722000

Email: jmikulina@mwe.com Correspondent Name: Jennifer M. Mikulina

Address Line 1: 227 West Monroe Street; Suite 4400

McDermott Will & Emery LLP Address Line 2: Chicago, ILLINOIS 60606 Address Line 4:

TRADEMARK

**REEL: 003281 FRAME: 0436** 

ATTORNEY DOCKET NUMBER:	37101-010
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	04/03/2006
Total Attachments: 3 source=Signed BoA Release#page1.tif source=Signed BoA Release#page2.tif source=Signed BoA Release#page3.tif	

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## TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This TERMINATION AND RELEASE ("Termination and Release") is dated March 29, 2006 and made by Robertson-Ceco Corporation, a Delaware Corporation ("Grantor") and Bank of America, N.A., a national banking association and successor to Bank of America Illinois, (together with any successor(s) thereto in such capacity the "Agent" for each of the various Lenders).

#### WITNESSETH

WHEREAS, on December 31, 1996, Grantor, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become parties thereto, and Agent entered into a credit agreement (the "Credit Agreement"), pursuant to which the Lenders extended Commitments to make loans and grant other financial accommodations to the Grantor upon the terms and conditions stated therein;

WHEREAS, the Grantor executed and delivered a security agreement dated December 31, 1996 (the "Security Agreement") and a trademark security agreement (the "Trademark Security Agreement") to the Agent on December 31, 1996, as required by the Lenders as a condition of the Credit Agreement, to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Liabilities;

WHEREAS, the Grantor and the Agent have agreed to terminate the Trademark Security Agreement and release the continuing security interests in the Trademark Collateral (as defined below), which Grantor had previously granted to the Agent for the benefit of the Agent and Lenders; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby terminates and releases the security interests in the Trademark Collateral (as defined below), including the trademarks and trademark applications listed on the attached Schedule A as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided in the Security Agreement, the Credit Agreement, and the Trademark Security Agreement.
- 2. <u>Release of Security Interests</u>. Agent has terminated and released, and hereby terminates and releases, all security interests in the Trademark Collateral, including its security interest in the trademarks listed on the attached Schedule A and the following property:
  - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks,

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collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any state thereof or any foreign country, including those referred to in Item A of Attachment 1 to the Trademark Security Agreement;

- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 to the Trademark Security Agreement;
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 to the Trademark Security Agreement, or for any injury to the goodwill associated with use of any Trademark or for breach or enforcement of any Trademark license.

IN WITNESS WHEREOF, the Agent has duly executed this Termination and Release as of the above date.

Bank of America, N.A., as Agent

Title:

Dávid A. Johansor

Vice President

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# SCHEDULE A

## U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	Registration Number	Registration Date
CECO	118,162	8/21/17
CECO	523,359	4/4/50
ROBERTSON	972,153	11/6/73
ROBERTSON and Design	1,687,001	5/12/92
STAR and Design	1,317,615	2/5/85
STAR and Design	1,797,517	10/3/93
STAR BUILDING SYSTEMS	1,767,171	4/27/93
STAR	1,651,499	7/23/91
STAR	942,556	9/12/91
STAR BUILDING	942,153	9/12/72

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**RECORDED: 04/03/2006** 

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