# 26857

# CH \$415.00

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		05/18/2007	National Association:

## RECEIVING PARTY DATA

Name:	Marshfield DoorSystems, Inc.	
Street Address:	1401 East Fourth Street	
City:	Marshfield	
State/Country:	WISCONSIN	
Postal Code:	54449	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2685716	CONTOUR SERIES
Registration Number:	2694497	DOORBUILDER
Registration Number:	2592649	ENVIROCLAD UV
Registration Number:	2861037	ENVIRONMENTAL CLASS
Registration Number:	2884114	EXPRESSIONS DEL SOL
Registration Number:	2875369	MARSHFIELD ACCENT SERIES
Registration Number:	2743089	MARSHFIELD DOORSYSTEMS
Registration Number:	2811435	MARSHFIELD SIGNATURE SERIES
Registration Number:	2744087	MARSHFIELDDOORS.STAT!
Registration Number:	2665664	
Registration Number:	2408812	SOLID DOORS. SOLID PROMISES.
Registration Number:	2796153	STEAM-THRU
Registration Number:	2602230	STYLED
Registration Number:	2574433	TRIM-LITE

TRADEMARK "
. 003547 FRAME: 040

900077522 REEL: 003547 FRAME: 0404

Registration Number:	2811471	VARIABLE PRIVACY
Registration Number:	2811472	WORKABLE SURFACES

#### CORRESPONDENCE DATA

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

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ATTORNEY DOCKET NUMBER:	207170-00253
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	05/22/2007

#### **Total Attachments: 5**

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 18, 2007, by BANK OF AMERICA, N.A., as Agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and MARSHFIELD DOORSYSTEMS, INC., a Delaware corporation ("Grantor"), were parties to that certain Trademark Security Agreement dated as of November 30, 2005 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, among other things, the Released Trademarks and Released Licenses (as defined below) as security for certain obligations owing by Grantor to the financial institutions (collectively, the "Lenders") from time to time party to that certain Second Amended and Loan and Security Agreement dated as of November 30, 2005, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Grantor, Agent and the Lenders, including the Released Trademarks and Released Licenses set forth on Exhibit A and Exhibit B hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 2, 2005, at Reel 3203, Frame 0346; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following:
  - (a) trademarks, registered trademarks, trademark applications (excluding "Intent To Use" applications, to the extent the grant of a security interest hereunder shall in any way adversely affect such application), service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing

trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Released Trademarks"); and

- (b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Released Licenses").
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, Released Licenses, and the goodwill of Grantor's business connected with the use of and symbolized by the Released Trademarks and Released Licenses.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: M. Khanna

Name: MAVMEET KHAMMA
Title: VICE PRESIDENT

Trademark Release and Reassignment - Marshfield DoorSystems, Inc.

# EXHIBIT A

# **Released Trademarks**

1.	Contour Series	Reg. No. 2,685,716	Reg. Date 2/11/2003
2.	Doorbuilder	Reg. No. 2,694,497	Reg. Date 3/11/2003
3.	Enviroclad UV	Reg. No. 2,592,649	Reg. Date 7/9/2002
4.	Environmental Class	Reg. No. 2,861,037	Reg. Date 7/6/2004
5.	Expressions Del Sol	Reg. No. 2,884,114	Reg. Date 9/14/2004
6.	Marshfield Accent Series	Reg. No. 2,875,369	Reg. Date 9/14/2004
7.	Marshfield DoorSystems	Reg. No. 2,743,089	Reg. Date 7/29/2003
8.	Marshfield Signature Series	Reg. No. 2,811,435	Reg. Date 2/3/2004
9.	Marshfield Doors STAT!	Reg. No. 2,744,087	Reg. Date 7/29/2003
10	. Three Doors Design	Reg. No. 2,665,664	Reg. Date 12/24/2002
11.	. Solid Doors. Solid Promises.	Reg. No. 2,408,812	Reg. Date 11/28/2000
12	. Steam-Thru	Reg. No. 2,796,153	Reg. Date 12/16/2003
13.	. Styled	Reg. No. 2,602,230	Reg. Date 7/30/2002
14.	. Trim-Lite	Reg. No. 2,574,433	Reg. Date 5/28/2002
15.	. Variable Privacy	Reg. No. 2,811,471	Reg. Date 2/3/2004
16.	. Workable Surfaces	Reg. No. 2,811,472	Reg. Date 2/3/2004

Trademark Release and Reassignment - Marshfield DoorSystems, Inc.

# EXHIBIT B

## **Trademark Licenses**

None.

Trademark Release and Reassignment - Marshfield DoorSystems, Inc.

**RECORDED: 05/22/2007**