## TRADEMARK ASSIGNMENT

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                   |
|------------------------------|----------|----------------|-------------------------------|
| LaSalle Business Credit, LLC |          | 110/16/2008    | LIMITED LIABILITY<br>COMPANY: |

### **RECEIVING PARTY DATA**

| Name:             | Benchmark Architectural Systems, Inc. |  |
|-------------------|---------------------------------------|--|
| Street Address:   | 720 Marion Road                       |  |
| Internal Address: | PO Box 07298                          |  |
| City:             | Columbus                              |  |
| State/Country:    | ОНЮ                                   |  |
| Postal Code:      | 43207                                 |  |
| Entity Type:      | CORPORATION:                          |  |

#### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2126461 | BENCHMARK |

#### **CORRESPONDENCE DATA**

Fax Number: (207)791-3111

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

Phone: (207) 791-3110

Email: pscanlon@preti.com

Correspondent Name: Patrick R. Scanlon

Address Line 1: Preti Flaherty Beliveau & Pachios Address Line 2: One City Center; PO Box 9546
Address Line 4: Portland, MAINE 04112-9546

| NAME OF SUBMITTER: | Patrick R. Scanlon   |
|--------------------|----------------------|
| Signature:         | /Patrick R. Scanlon/ |
| Date:              | 12/12/2008 TPADEMARK |
|                    | IRAUEIVIARN          |

900122557 REEL: 003902 FRAME: 0114

Total Attachments: 4 source=release2#page1.tif source=release2#page2.tif source=release2#page3.tif source=release2#page4.tif

> TRADEMARK REEL: 003902 FRAME: 0115

#### RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made as of October // 2008, by LASALLE BUSINESS CREDIT, LLC ("Lender").

#### WITNESSETH:

WHEREAS, Lender and BENCHMARK ARCHITECTURAL SYSTEMS, INC. a Delaware corporation ("Borrower") were parties to Loan and Security Agreement dated as of March 21, 2006, pursuant to which Lender made certain loans and other financial accommodations to Borrower. As partial security for Borrower's obligations to Lender, Borrower executed that certain Trademark Security Agreement (the "Trademark Security Agreement") dated as of March 21, 2006, pursuant to which Borrower granted a security interest in and to the Trademarks and Licenses, as each is defined below; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 5, 2006 at Reel/Frame 3349/0019 and October 2, 2000 at Reel/Frame 2164/0839; and

WHEREAS, the Borrower's obligations to Lender have been fully satisfied and, therefore, Borrower has requested that Lender release its security interest in the Trademarks and Licenses and reassign the same to Borrower.

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

- 1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (a) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks");
- (b) license agreements with any other party, whether Borrower is a licensor or licensee thereunder, including, and the right to prepare for sale, sell and advertise for sale, all inventory and equipment now or hereafter owned by Borrower covered by such licenses (all of the foregoing property is hereinafter referred to as the "<u>Licenses</u>"); and

CHICAGO\2.530002.1 ID\GPS

TRADEMARK
REEL: 003902 FRAME: 0116

- (c) the goodwill of Borrower's business connected with and symbolized by the Trademarks.
- 2. Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Lender, all of Lender's rights, title and interest, in and to the Trademarks and Licenses.

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

LASALLE BUSINESS CREDIT, LLC

Bv:

Vice President

2

CHICAGO\2530002.1

ID\GPS

## <u>ACKNOWLEDGMENT</u>

| State of Illinois | )    |
|-------------------|------|
|                   | ) SS |
| County of Cook    | )    |

On this <u>lot</u>day of <u>October</u>, 2008, before me personally appeared Jason Hoefler, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of LASALLE BUSINESS CREDIT, LLC.



Notary Public

My Commission Expires:

4/19/2010

(m:\dept\abl\ablforms\lbci standard\std-3\01) 8\96 045-20535D

3

CHICAGO\2530002.1

ID\GPS

TRADEMARK REEL: 003902 FRAME: 0118

# SCHEDULE A Trademark Registrations

**Trademark Description** 

U.S. Serial/Registration No.

**Date Registered** 

Benchmark Architectural Systems, Inc.

74235761/2126461

CHICAGO\2530002.1 ID\GPS

TRADEMARK
REEL: 003902 FRAME: 0119

**RECORDED: 12/12/2008**