

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest in Patents, Trademarks, and Licenses |

**CONVEYING PARTY DATA**

| Name                  | Formerly   | Execution Date | Entity Type                                 |
|-----------------------|--|----------------|---|
| Bank of America, N.A. | FORMERLY successor by merger to NationsBank, N.A., formerly NationsBank of Texas, N.A. | 06/30/2010     | National banking association: UNITED STATES |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | American Builders & Contractors Supply Co., Inc. |
| <b>Street Address:</b> | One ABC Parkway                                  |
| <b>City:</b>           | Beloit   |
| <b>State/Country:</b>  | WISCONSIN  |
| <b>Postal Code:</b>    | 53511  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE                            |

**PROPERTY NUMBERS Total: 22**

| Property Type        | Number   | Word Mark   |
|----------------------|----------|---|
| Registration Number: | 1927906  | ABC SUPPLY CO. INC. AMERICA'S LARGEST ROOFING AND SIDING WHOLESALER |
| Registration Number: | 0233815  | MULE-HIDE   |
| Registration Number: | 2475648  | COMMITTED TO GETTING YOUR JOB DONE. EASIER.                         |
| Serial Number:       | 78103897 | ACM AMERICAN CONSTRUCTION METALS                                    |
| Serial Number:       | 78091528 | AMERICAN CONSTRUCTION METALS  |
| Registration Number: | 1376499  | AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.                    |
| Registration Number: | 1394477  | ABC SUPPLY CO. INC.   |
| Registration Number: | 1920520  | ABC SUPPLY CO. INC.   |
| Registration Number: | 1798479  | GORDON METAL COMPANY  |
| Registration Number: | 2716814  | AMERICAN CONSTRUCTION METALS  |
| Serial Number:       | 78151207 | ROOF DIMENSIONS COLLECTION  |
| Registration Number: | 2811807  | AVID PALLET SERVICES  |

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|                      |          |   |
|----------------------|----------|---|
| Registration Number: | 2830688  | ECOBALLAST  |
| Registration Number: | 2802851  | GREENGRID   |
| Registration Number: | 2802852  | READYGREEN  |
| Serial Number:       | 76200022 | GREENSCAPE  |
| Registration Number: | 0443599  | MULE-HIDE   |
| Registration Number: | 1700566  | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |
| Registration Number: | 1737851  | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |
| Registration Number: | 2819275  | MULE-HIDE   |
| Serial Number:       | 76498602 | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |
| Serial Number:       | 78207910 | MULE-HIDE "NOT A KICK IN A MILLION FEET"          |

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Anita Sinha, Esq.  
Address Line 4: New York, NEW YORK 10036

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 401180/71        |
| NAME OF SUBMITTER:      | S. Anita Sinha   |
| Signature:              | /S. Anita Sinha/ |
| Date:                   | 07/01/2010       |

**Total Attachments: 12**  
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**RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND  
LICENSES**

This RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES ("Release") is given as of this 30th day of June, 2010, by BANK OF AMERICA, N.A. (successor in interest by merger to NationsBank, N.A. which was formerly NationsBank of Texas, N.A.), a national banking association, located at 100 North Tryon Street, Charlotte, North Carolina 28255, as administrative agent for the Lenders ("Assignor"), in favor of AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., a Delaware corporation, located at One ABC Parkway Beloit, Wisconsin 53511 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Mortgage or Loan and Security Agreement, as applicable.

**WHEREAS**, Assignee and The First National Bank of Chicago entered into that certain Loan and Security Agreement, dated as of December 13, 1990, pursuant which Assignee entered into that certain Patent, Trademark and License Mortgage, dated as of December 13, 1990 by Assignee in favor of The First National Bank of Chicago (the "Original Mortgage"), recorded in the United States Patent and Trademark Office on December 28, 1990 at Reel 0758/Frame 0241;

**WHEREAS**, the Original Mortgage was assigned by The First National Bank of Chicago to American National Bank and Trust Company of Chicago by assignment dated March 5, 1992, recorded in the United States Patent and Trademark Office on March 12, 1992 at Reel 0890/Frame 0318;

**WHEREAS**, American National Bank and Trust Company of Chicago and Assignee entered into that certain Amended and Restated Loan and Security Agreement, dated as of July 1, 1993, as amended from time to time (the "Loan and Security Agreement") and other related loan documents theretofore executed (collectively, with the Loan and Security Agreement, the "Loan Agreements"), which Loan Agreements provided (i) for American National Bank and Trust Company of Chicago and Lenders to, from time to time, extend credit to or for the account of Assignee and (ii) for the grant by Assignee to American National Bank and Trust Company of Chicago of a security interest in certain of Assignee's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses, excluding the trademarks, trademark registrations, trademark applications, tradenames and tradestyles associated with the "Mule-Hide" business;

**WHEREAS**, pursuant to the Loan and Security Agreement, American National Bank and Trust Company of Chicago and Assignee entered into that certain Amended and Restated Patent, Trademark and License Mortgage, dated as of July 1, 1993 (the "Mortgage");

**WHEREAS**, pursuant to the Loan and Security Agreement and the Mortgage, to secure the complete and timely satisfaction of all of Assignee's Liabilities, Assignee reaffirmed its prior collateral assignment and grant to American National Bank and Trust Company of Chicago of a security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of a Default, and to the extent such prior collateral assignment and grant was or is insufficient, made a collateral assignment and granted to American National Bank and Trust Company of Chicago a security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of a Default, in all of Assignee's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or 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, together with the items described in clauses (a)-(d) of this paragraph (i) are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations, service mark applications and brand names, including without limitation those trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule B attached hereto and hereby made a part hereof, but excluding the trademarks, trademark registrations, trademark applications, tradenames and tradestyles associated with the "MuleHide" business, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable 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, together with the items described in clauses (a)-(d) of this paragraph (ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Assignee and any other party, whether Assignee is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and hereby made a part hereof, but with respect to licenses pertaining to the trademarks, trademark registrations, trademark applications, tradenames and tradestyles associated with the "Mule-Hide" business, American National Bank and Trust Company of Chicago's interest was limited to the proceeds thereof (all of the foregoing license

agreements and Assignee's rights thereunder are referred to collectively as the "Licenses"; and

(iv) the goodwill of Assignee's business connected with and symbolized by the Trademarks.

**WHEREAS**, the Mortgage was recorded with the United States Patent and Trademark Office on July 12, 1993, at Reel 1002/Frame 0378;

**WHEREAS**, the Mortgage was amended by that certain First Amendment to Amended and Restated Patent, Trademark and License Mortgage between Assignee and NationsBank of Texas N.A., dated effective as of February 8, 1996, to reflect that NationsBank of Texas, N.A. replaced American National Bank and Trust Company of Chicago as the agent for the Lenders under the Loan Agreement, that was recorded with the United States Patent and Trademark Office on September 9, 1996, at Reel 1501/Frame 0001;

**WHEREAS**, the Mortgage was further amended by that certain Second Amendment to Amended and Restated Patent, Trademark and License Mortgage between Assignee and NationsBank N.A., dated effective as of May 12, 1998, to amend Exhibit B and Exhibit C of such Mortgage, that was recorded with the United States Patent and Trademark Office on June 15, 1998, at Reel 1750/Frame 0631;

**WHEREAS**, the Mortgage was further amended by that certain Third Amendment to Amended and Restated Patent, Trademark and License Mortgage between Assignee and Assignor, dated effective as of March 21, 2002, to amend Exhibit A and Exhibit B of such Mortgage, that was recorded with the United States Patent and Trademark Office on June 15, 2002, at Reel 2512/Frame 0027 and Reel 12906/Frame 0579;

**WHEREAS**, the Mortgage was further amended by that certain Fourth Amendment to Amended and Restated Patent, Trademark and License Mortgage between Assignee and Assignor, dated effective as of June 30, 2004, to amend Exhibit A and Exhibit B of such Mortgage, that was recorded with the United States Patent and Trademark Office on July 26, 2004, at Reel 3015/Frame 0249 and Reel 015596/Frame 0143;

**WHEREAS**, Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in, to and under the Patents, Trademarks, and Licenses.

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

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignee's right, title and interest in, to and under the Patents, Trademarks, and Licenses, including but not limited to the Patents, Trademarks, and Licenses listed on Schedule A, Schedule B, and Schedule C hereto, and reassigns and

transfers any and all interest that Assignor may have in the Patents, Trademarks, and Licenses to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor shall take all further actions and provide Assignee, 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), reasonably requested by Assignee, at Assignee's expense, to more fully and effectively effectuate the purposes of this Release.

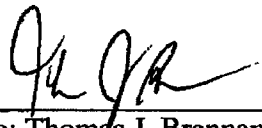
This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES** to be executed and delivered by its duly authorized offer as of the date first set forth above.

**ASSIGNOR:**

BANK OF AMERICA, N.A.

By:   
Name: Thomas J. Brennan  
Title: Senior Vice President

RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES  
[ABC]

TRADEMARK  
REEL: 004235 FRAME: 0007

**SCHEDULE A**

Please see Exhibit A (Patents and Patent Applications) attached hereto.



**EXHIBIT A****Patents and Patent Applications**

| <b><u>Patent Description</u></b>  | <b><u>Serial/Reg. No.</u></b> | <b><u>Issue Date</u></b> |
|---|-------------------------------|--------------------------|
| Merchandiser Display  | Des. 418,330                  | 1/4/2000                 |
| Merchandiser Display  | 6,000,561                     | 12/14/1999               |
| Hand Tool Display   | Des. 418,349                  | 1/4/2000                 |
| Modular Ballast System<br>For Membrane Roofs*   | 60/406,746                    | 8/29/2002                |
| Ballast System<br>For Membrane Roofs  | 60/426,079                    | 11/12/2002               |
| Methods and Apparatus<br>for Recycling Asphalt Shingle<br>Material  | 09/838,045                    | 4/18/2001                |
| Methods and Apparatus for<br>Recycling Asphalt Shingle<br>Material into Shaped<br>Products  | 09/838,043                    | 4/18/2001                |
| Methods and Apparatus for<br>Recycling Asphalt Shingle<br>Material into Landscaping,<br>Ground Cover, and Erosion<br>Control Products | 6,743,313                     | 6/1/2004                 |
| Methods and Apparatus for<br>Recycling Asphalt Shingle<br>Material into Composite<br>Board Products                                   | 09/837,920                    | 4/18/2001                |
| Modular Green Roof System,<br>Apparatus and Methods,<br>Including Modular Panels<br>with Complimentary Edge<br>System** ***           | 09/908,880                    | 7/18/2002                |
| Modular Green Roof System,<br>Apparatus and Methods,<br>Including Preseeded Modular<br>Panels** ***                                   | 09/908,881                    | 7/18/2001                |

|  |            |           |
|--|------------|-----------|
| Modular Green Roof System,<br>Apparatus and Methods,<br>Including Interlocking<br>Modular Panels** *** | 09/908,864 | 7/18/2001 |
|--|------------|-----------|

**[\*PCT Application:**

**PCT/US03/27067**

**8/29/2003]**

**[\*\*Japanese, EU and Canadian patent applications also filed for these inventions, under supervision of Keith Frantz. Canadian applications are #2,416,463, #2,418,262, and #2,416,457.]**

**[\*\*\*American Builders & Contractors Supply Co., Inc. ("ABC") has entered into a license agreement with Weston Solutions, Inc. ("Weston") dated effective January 1, 2003, whereunder ABC licenses to Weston these trademarks, patents and certain related rights.]**

**SCHEDULE B**

| Mark                                     | Application or registration number | Application or registration date |
|--|------------------------------------|----------------------------------|
| ABC SUPPLY CO., INC.<br>(Logo)           | 1,927,906                          | 10/17/1995                       |
| MULE-HIDE                                | 0,233,815                          | 10/11/1927                       |
| COMMITTED TO<br>GETTING YOUR JOB<br>DONE | 2,475,648                          | 8/7/2001                         |
| ACM (Logo)                               | 78/103,897                         | 1/21/2002                        |
| American Construction<br>Metals          | 78/091,528                         | 11/2/2001                        |
| CONSTRUCTION<br>TRADE TOOLS              | N/A (Unregistered)                 | N/A (Unregistered)               |

In addition to the U.S. Trademark registrations and applications listed above please see also Exhibit B (Trademarks and Trademark Registrations) attached hereto.

**EXHIBIT B**

**Trademarks and Trademark Registrations**

(All are U. S. Trademarks registered on Principal Register unless otherwise noted)

| <u>Mark</u>                                      | <u>Serial/Filing/<br/>Reg. No.</u> | <u>Reg. Date</u> | <u>Notes</u>  |
|--|------------------------------------|------------------|---|
| American Builders & Contractors Supply Co., Inc. | 1,376,499                          | 12/17/1985       | Supplemental Register                               |
| ABC Supply Co., Inc.(stylized)                   | 1,394,477                          | 5/20/1986        |   |
| ABC Supply Co., Inc. (stylized in color)         | 1,920,520                          | 9/19/1995        |   |
| Gordon Metal Company                             | 1,798,479                          | 10/12/1993       | abandoned due to non-use                            |
| Committed to Getting Your Job Done. Easier.      | 2475648                            | 8/7/2001         |   |
| American Construction Metals                     | 2,716,814                          | 5/13/2003        |   |
| Roof Dimensions Collection                       | 78151207                           | 8/6/2002         |   |
| Avid Pallet Services                             | 2,811,807                          | 2/3/2004         |   |
| Ecoballast                                       | 2,830,688                          | 4/6/2004         |   |
| Greengrid*                                       | 2802851                            | 1/6/2004         |   |
| Readygreen*                                      | 2802852                            | 1/6/2004         |   |
| Greenscape*                                      | 76/200022                          | 1/25/2001        | this trademark application was refused registration |
| Mule-Hide  | 0,443,599                          | 12/06/1949       |   |
| Mule-Hide (logo)                                 | 1,700,566                          | 7/14/1992        |   |
| Mule-Hide (logo)                                 | 1,737,851                          | 12/08/1992       |   |
| Mule-Hide  | 2,819,275                          | 3/2/2004         |   |
| Mule-Hide (logo)                                 | 76498602                           | 3/19/2003        |   |
| Mule-Hide (logo)                                 | 78207910                           | 1/28/2003        |   |

\*American Builders & Contractors Supply Co., Inc. ("ABC") has entered into a license agreement with Weston Solutions, Inc. ("Weston") dated effective January 1, 2003, whereunder ABC licenses to Weston these trademarks and patents, and certain related rights.

**SCHEDULE C**

Please see Exhibit C (License Agreements) attached hereto.

EXHIBIT C

License Agreements

| <u>Trademark</u>  | <u>Description</u>   |
|---|--|
| "Viking"  | 5 year license to use granted by Viking Building Products Co., Inc. (commencing 5/19/97) |
| "Mule-Hide"   | Serial number 233,815 licensed to Mule-Hide Products Co., Inc.                           |
| "Mule-Hide"   | Serial number 443,599 licensed to Mule-Hide Products Co., Inc.                           |
| Mule-Hide Products<br>"Not a Kick in<br>a Million Feet" | Serial number 1,700,566 licensed to Mule-Hide Products Co., Inc.                         |
| Mule-Hide Products<br>"Not a Kick in<br>a Million Feet" | Serial number 1,737,851 licensed to Mule-Hide Products Co., Inc.                         |
|   | Roofing Membrane Securement System Patent (license)<br>U.S. No. 4,727,699                |