

**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 Recorded at Reel/Frame 3793/0826		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Bank of Canada		07/15/2011	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gibraltar Spinco, Inc. (now known as Gibraltar Packaging Inc.)		
<b>Street Address:</b>	2000 Summit Avenue		
<b>City:</b>	Hastings		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68901		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1910465	G	
Registration Number:	1865947	G	
Registration Number:	1867353	G	
Registration Number:	1913824	GIBALTAR	
Registration Number:	1865948	GIBALTAR	
Registration Number:	1866098	GIBALTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

CH \$165.00 1910465

ATTORNEY DOCKET NUMBER:	23396-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/20/2011
Total Attachments: 5 source=NBC-Gibraltar Release#page1.tif source=NBC-Gibraltar Release#page2.tif source=NBC-Gibraltar Release#page3.tif source=NBC-Gibraltar Release#page4.tif source=NBC-Gibraltar Release#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This TERMINATION AND RELEASE dated as of July 15, 2011 is granted and entered into by National Bank of Canada (as lender, administrative agent and lead arranger) (the "Bank") in favor of Gibraltar Spinco, Inc. (now known as Gibraltar Packaging Inc.) (the "Company").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement entered into by and between the Company, together with other borrowers/debtors, and the Bank, together with and on behalf of other lenders, dated as of May 14, 2008 (the "Credit Agreement") and a Trademark Security Agreement of even date therewith, the Company granted to the Bank (on behalf of the Lenders (as defined in the Credit Agreement) a security interest in the Trademarks (as hereinafter defined) (the "Security Interest");

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on June 11, 2008, at Reel 3793 and Frame 0826; and

WHEREAS, pursuant to that certain Pay-Off Letter between the parties dated as of January 12, 2011, the Bank now desires to evidence the termination and release of the entirety of the Security Interest;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Credit Agreement and related documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Bank hereby states as follows:

1. Definitions. The term "Trademarks" shall mean all of the right, title and interest of every kind and nature as of the date hereof in the trademark applications and/or registrations listed on Schedule A.

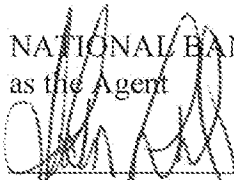
2. Release of Security Interest. The Bank hereby terminates, releases, discharges, quit claims and relinquishes the Security Interest and any right, title or interest of the Bank in the Trademarks.

3. Instruction to Commissioner. The Bank hereby requests the Commissioner of Patents and Trademarks to record the release of the Security Interest in the Trademarks.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

NATIONAL BANK OF CANADA  
as the Agent



Name: Nicolas Laliberté

Title: Director



Name: Dominic Albanese

Title: Director

Schedule A  
Trademarks

Title	Registration Number
G (design)	1,910,465
G (design)	1,865,947
G (design)	1,867,353
Gibraltar	1,866,098
Gibraltar	1,913,824
Gibraltar	1,865,948

## CREDIT, SECURITY, MORTGAGE, DISCHARGE AND RELATED TOPICS

**RESOLUTION NO. 4 of NATIONAL BANK OF CANADA**, constituted under the *Bank Act* (Canada) and having its Head Office at 600 De La Gauchetière West, Montreal, Quebec, H3B 4L2.

*Excerpt from the Minutes of a Meeting of the Board of Directors of National Bank of Canada, held on December 8, 2010.*

### IT WAS UNANIMOUSLY RESOLVED THAT:

1. The officers specified in Section 3 may act alone to exercise the powers conferred hereunder, provided that the value of the initial transaction be less than five hundred thousand dollars (\$500,000). Where such value is equal to or greater than five hundred thousand dollars (\$500,000), or if no value can be determined, two of the officers specified in Section 3 must act jointly for the National Bank of Canada (the "**Bank**") commitment to be valid.

Consequently, and according to the rules established above, the officers may and are hereby authorized, for and on behalf of the Bank, to:

- a) **BE A PARTY TO**, on behalf of the Bank, any and all credit agreements, agreements with regard to domestic or international loans and all related documents, whether in association or not with other banks or financial institutions, as well as any agreement under which the Bank buys or sells in whole or in part participations in such loans;
- b) **BE A PARTY TO** any letters of guarantee in favour of other banks and financial institutions;
- c) **GRANT**, with or without consideration, any priority, claim, subrogation, transfer, limitation, discharge, mainlevée or release of hypothec or mortgage or all other rights, real or personal, movable or immovable;
- d) **EFFECT** all settlements and release the debtors or guarantors;
- e) **CONSENT**, provided the Bank is the mortgage holder, to all deeds or instruments evidencing servitudes, easements or other rights, declarations of co-ownership as well as to all and any subdivision, cancellation, redivision, correction of lots or any other transaction affecting lots;

- f) **ACQUIRE** by purchase, giving in payment, or any other means, for such charges and under such terms and conditions deemed fit, any movable or immovable property in payment of a debt owing to the Bank;
  - g) **SELL** or **OTHERWISE DISPOSE OF** any movable or immovable, real or personal property acquired by the Bank in payment of a debt or upon the realization of its security, receive payment, in accordance with the terms and conditions deemed appropriate, and, if applicable, give discharge therefor;
  - h) **BE A PARTY TO** any operation on sovereign-risk loans and securities related thereto (the "Securities") and in particular, without however limiting the generality of the foregoing, borrowing and lending agreements, swaps, assignment agreements, purchase agreements, sale agreements, options and participation agreements on any Securities;
  - i) **DO** all things necessary in accordance with the powers set out herein, with specific reference to a ship, the rigging, tackle, outfit, equipment, accessories, boats and all pieces or parts thereof, in accordance with the provisions of the *Canada Shipping Act*.
2. Any one of the officers specified in Section 3 be and are hereby authorized, for and on behalf of the Bank, to:
    - a) **ENTER INTO** a mortgage guaranteeing to the Bank the repayment and performance of any commitment;
    - b) **DO** all things necessary to register or publish the rights resulting from such document, agreement or deed, as applicable.
  3. The officers have one of the following functions  
President and Chief Executive Officer;  
Chief Financial Officer and Executive Vice-President, Finance, Risk and Treasury;  
Executive Vice-President;  
Senior Vice-President;  
Vice-President;  
Senior Manager;  
Regional Manager;  
Senior Manager Supervisory;  
Section Manager;  
Team Manager;  
Manager, Administration;

Manager, Retail Credit Center;  
Manager, Mortgage Center Operation;  
Senior Manager, Credit;  
Manager, Credit;  
Manager, Commercial Credit;  
Manager, Retail Credit;  
Manager, Business Development;  
Manager, Corporate Banking;  
Manager, Investment and Financial Planners;  
Manager, Direct Sales Force  
Manager, Remote Sales Force  
Manager, Operations, Corporate Banking;  
Manager, Commercial Banking;  
Manager, Energy;  
Manager, Oilfield Services;  
Manager, Customer Service;  
Branch Manager;  
Manager, Global Cash Management;  
Officer, Loan Recovery Management;  
Account Representative;  
Personal Banker;  
Private Banker;  
Advisor, Personal Banking;  
Senior Advisor, Investment;  
Advisor, Transactional Services;  
Advisor, Banking Solutions;  
Technical Advisor;  
Financial Planner;  
Senior Clerk, Mortgage Center Operation; and

the officers and employees of NATIONAL BANK FINANCIAL INC. empowered by its resolution on the subject matter, as amended from time to time, in accordance with the parameters set by said resolution.

4. The officers specified in Section 3 be and are hereby authorized, for and on behalf of the Bank, within the powers conferred upon them hereinabove, to:
  - a) **TAKE** any action necessary to give full force and effect to this resolution;
  - b) **EXECUTE** any document, agreement or deed to give full force and effect to the powers conferred hereby and without being required to affix the Bank seal to guarantee the validity thereof or make such documents, agreements or deeds enforceable;
  - c) **DESIGNATE** by way of a power of attorney in due form the person of their choice to exercise the powers conferred hereby.
5. The signature of the Corporate Secretary or of the Assistant Secretary of the Bank for the certification of Resolution No. 4 may be printed, engraved or reproduced by any mechanical process and such resolution shall not require the Bank seal to be valid.

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*I, the undersigned, hereby certify that the foregoing is a faithful translation into the English language of a resolution duly passed by the Board of Directors of National Bank of Canada at a meeting duly called and held on December 8, 2010 and that this resolution which took effect on February 1, 2011 has not been revoked or amended and is still in full force and effect as of the date hereof.*

*Dated and signed in Montreal,*



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*Martin-Pierre Boulianne  
Assistant Secretary*