

03-03-2000

RECORDATION FORM COVER SHEET

MIP 2.7.00



To the Honorable Commissioner of Pat.

fac.

101280259

1. Name of conveying party(ies):  
Bank of America, N.A., as Administrator  
formerly Nations Bank, N.A. (Carolina)

- Individuals  Association
- General Partnership  Limited Partnership
- Corporation-National Bank
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

02-07-2000  
U.S. Patent & TM Office/TM Mail Report Dt. #31

Name of receiving party(ies):

National Gypsum Properties, LLC  
2001 Rexford Road  
Charlotte, North Carolina 28211

Individual(s) citizenship: \_\_\_\_\_

Association: \_\_\_\_\_

General Partnership: \_\_\_\_\_

Limited Partnership: \_\_\_\_\_

Corporation-State: Delaware

Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached?

Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Release of Security Interest

Execution Date: November 9, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74/577,066 74/565,379 74/531,787  
74/446,514 74/644,429

1,609,495	0,749,297	1,095,192	0,826,673	0,795,013
1,512,681	1,590,909	0,739,602	1,077,892	0,735,169
1,494,275	1,465,484	1,393,804	1,585,679	1,253,777
1,047,698	0,788,376	1,329,013	1,327,970	0,661,274
1,568,393	0,693,038	1,031,471	0,403,210	1,783,449
1,169,307	1,164,667	1,157,440	1,529,318	1,748,515
0,995,164	1,155,294	1,119,473	1,862,149	0,876,329
0,788,375	0,635,037	0,973,177	1,858,619	
1,765,893	0,777,579	0,594,416	0,942,219	
1,638,871	1,630,067	0,761,805	0,412,668	

Additional numbers attached?  Yes  No

5. Mail correspondence to:

Michael R. Graham  
MARSHALL, O'TOOLE, GERSTEIN,  
MURRAY & BORUN  
6300 Sears Tower -- 233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 474-6300

6. Total number of applications and registrations involved: 52

7. Attached is a check in the amount of \$1,315 the total fee due pursuant to 37 C.F.R. §2.6(b)(2)(6).

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael R. Graham  
Name of Person Signing

February 7, 2000  
Date

Total number of pages comprising cover sheet: 1

03/02/2000 DNGUYEN 00000517 74577066

01 FC:481  
02 FC:482

40.00 00  
1275.00 00

RELEASE OF SECURITY INTEREST  
IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is entered into as of the 9<sup>th</sup> day of November, 1999 by and between Bank of America, N.A. (f/k/a NationsBank, N.A. (Carolinas)), as Administrative Agent (the "Releasing Party"), and National Gypsum Company (the "Trademark Holder").

WHEREAS, the Trademark Holder entered into that certain Credit Agreement dated as of September 21, 1995, among the Trademark Holder, as Borrower, the lenders named therein (the "Lenders"), the Releasing Party, also as Issuing Bank, and First Union National Bank (f/k/a First Union National Bank of North Carolina), as Documentation Agent; and

WHEREAS, the Trademark Holder and the Releasing Party, in its capacity as Administrative Agent, entered into a Security Agreement dated as of September 21, 1995, pursuant to which the Trademark Holder covenanted to grant to the Releasing Party an encumbrance in all of the assets of the Trademark Holder, including the Trademarks (as defined below); and

WHEREAS, the Trademark Holder and the Releasing Party, in its capacity as Administrative Agent entered, into an Assignment of Security Interest in United States Patents and Trademarks (the "Assignment of Security Interest") dated September 20, 1995, pursuant to which the Trademark Holder assigned its interest in and to, among other things, all of its United States, federal and state trademarks, service marks and trademark and service mark registrations as set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement dated as of November 9, 1999 among the Trademark Holder, as Borrower, the lenders named therein, Bank of America, N.A., as Administrative Agent and an Issuing Lender, First Union National Bank, as Syndication Agent, and Wachovia Bank, N.A., as Documentation Agent (the "Credit Agreement") that the Trademark Holder and the Releasing Party execute this Release.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party, in its capacity as Administrative Agent, hereby releases any and all right, title and interest in or to the Trademarks of the Trademark Holder which are or may have been assigned to the Releasing Party pursuant to the Assignment of Security Interest. The Releasing Party hereby releases its right, title and interest in or to the following:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;

(c) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, whether in the United States or any foreign country (the "Future Trademarks");

(d) all extensions, renewals and continuations of the Trademarks and Future Trademarks, and of the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all inventory, packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;

(g) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;

(h) except for the intellectual property described in a certain Release of Security Interest in Patents by and between Trademark Holder and Releasing Party and of even date herewith, if Trademark Holder and Releasing Party have entered into such an agreement, all patents, registrations, patent applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Trademark Holder's products under, utilizing or in connection with the Trademarks and Future trademarks; and

(i) all goodwill of the Trademark Holder's business connected with, symbolized by or in any way related to the items set forth in clause (a) through (h) above.

If any clause or provision of this release shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

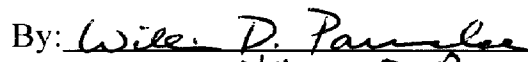
All notices, requests and demands to or upon the Trademark Holder or the Releasing Party under this Release shall be given in the manner prescribed by Section 9.01 of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release as of this  
9<sup>th</sup> day of November 1999.

BANK OF AMERICA, N.A. (f/k/a Nationsbank  
N.A. (Carolinas)), as Administrative Agent

By:   
Name: **RICHARD G. PARKHURST, JR.**  
Title: **MANAGING DIRECTOR**

NATIONAL GYPSUM COMPANY  
Trademark Holder

By:   
Name: **William D. Parmelee**  
Title: **VP-Finance, Treasurer**

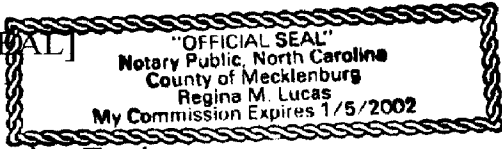
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that Richard G. Parkhurst Jr. personally appeared before me this day and acknowledged that he is Managing Director of Bank of America, N.A. and acknowledged, on behalf of Bank of America, N.A., as Administrative Agent, the due execution of the foregoing instrument.

Witness my hand and notarial seal this 9<sup>th</sup> day of November, 1999.

[STAMP/SEAL]



Regina M. Lucas  
Notary Public

My Commission Expires:

Jan. 5, 2002

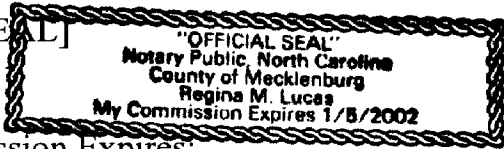
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that William D. Parmelee personally appeared before me this day and acknowledged that he is VP-Finance and Treasurer of National Gypsum Company and acknowledged, on behalf of National Gypsum Company, the due execution of the foregoing instrument.

Witness my hand and notarial seal this 9th day of November, 1999.

[STAMP/SEAL]



Regina M. Lucas  
Notary Public

My Commission Expires:

Jan 5, 2002

**EXHIBIT A**

*See attached*