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U.S. Patent & TMOs/TM Mail Rcpt Dt. #54



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): Faulks Bros. Construction, Inc., and Northwoods Organics, Inc.
State of Wisconsin and Minnesota Corporation

2. Name and address of receiving party(ies):
Name: Waupaca Northwoods, LLC
Address: E3439 Hwy. 22 and 54
City: Waupaca State: WI Zip: 54981
Type of Company: Limited Liability Company
Corporation-State: Wisconsin

3. Nature of Conveyance: Assignment
Execution Date: July 7, 1998

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

4. A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,706,097

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Timothy M. Kelley
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

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.

Timothy M. Kelley
Name of Person Signing

Timothy M. Kelley
Signature

August 11, 1998
Date

Total number of pages including cover sheet, attachments, and document: 11

OMB No. 0651-0011 [exp. 4/94] TFORM TMASSIGN

Attorney File 94302/9002

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FC:461

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cc: Docketing

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TRADEMARK
REEL: 1785 FRAME: 0046

Schedule E

United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, common law trade names and service marks of the Seller:

U.S. Trademarks

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Greensmix	1706097	08/11/92

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

State Trademarks

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None		

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

Common Law Trade Names/Service Marks

Mark

Waupaca Materials
Good Earth Soils
Riverside Gardens
Waupaca Materials - The Good Earth Company
Rocky Top Decorative Stone
Sandtastic

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made this ~~24~~²⁹ day of July, 1998, by and among WAUPACA NORTHWOODS, LLC, a Wisconsin limited liability company (the "Buyer"); FAULKS BROS. CONSTRUCTION, INC., a Wisconsin corporation ("FBC") and NORTHWOODS ORGANICS, INC., a Minnesota corporation ("NorthWoods") (FBC and NorthWoods are collectively referred to as the "Sellers"; individually, as a "Seller").

RECITALS

Pursuant to an Asset Purchase Agreement, dated on even date hereof, to which Buyer and Sellers are parties (the "Asset Purchase Agreement"), the Buyer has agreed to purchase the Business and Purchased Assets of the Sellers and Shareholders, including the Intellectual Property (as such terms are defined in the Asset Purchase Agreement). An express condition of Buyer's obligation to consummate such purchase is the execution and delivery by the Sellers of this Assignment.

WHEREAS, the Buyer wishes to grant to Sellers a limited license to use the unregistered tradename "Waupaca Materials."

Accordingly, in order to induce the Buyer to consummate the purchase of the Business and Purchased Assets, the Sellers are willing to execute this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Seller

IT IS HEREBY AGREED AS FOLLOWS:

1. Assignment of Intellectual Property. Each Seller hereby irrevocably grants, assigns and conveys to Buyer Seller's entire right, title and interest in and to:

(a) The United States patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of Seller described in Schedule A hereto, and the patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of Seller in other countries described in Schedule B hereto, and all other United States and foreign patents and applications for patent of Seller now existing;

(b) The inventions disclosed and/or claimed in all of said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by Seller or hereafter made, created or acquired by or for Seller whether or not any of said inventions are patentable;

(c) The United States copyright registrations and applications for copyright registrations of Seller described in Schedule C hereto and the copyright registrations and applications for copyright registration of Seller in other countries described in Schedule D hereto and all other now existing copyrights, copyright registrations and copyright applications of Seller, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law;

(d) The United States and state registered trademarks, trade names and service marks of Seller described in Schedule E hereto and the goodwill of Seller's business symbolized thereby, and applications for registrations of trademarks, trade names and service marks of Seller described in Schedule E hereto and the goodwill of Seller's business symbolized thereby, and the trademarks, service marks and applications for registrations of trademarks, trade names and service marks of Seller in other countries described in Schedule F hereto and the goodwill of Seller's business symbolized thereby, and all other trademarks, trade names and service marks and applications to register the same of Seller, whether registered or unregistered and wherever registered created or acquired by Seller, whether in the United States or in any other country or place anywhere in the world;

(e) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any state or any other country or place anywhere in the world;

(f) All rights of action on account of past, present, and future unauthorized use of any of said patent inventions, copyrights, trademarks, trade names on service marks, and for infringement of said patents, inventions, copyrights, trademarks, trade names, service marks and like protection;

(g) The right to file and prosecute applications for patents, and for registration of trademarks, trade names and service marks on any of said inventions, trademarks, trade names and service marks, or for similar intellectual property in the United States or any other country or place anywhere in the world;

and service marks, or for similar intellectual property in the United States or any other country or place anywhere in the world;

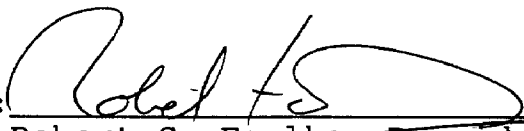
(h) The entire goodwill of the business of Seller connected with and symbolized by the trademarks, trade names and the other intellectual property of Seller;

2. Grant of License. Buyer hereby grants to Sellers a limited nonexclusive, royalty-free right and license (the "License") to use the unregistered tradename "Waupaca Materials" owned by Buyer, pursuant to this Assignment and the Asset Purchase Agreement (the "Tradename"). The License granted herein by Buyer shall terminate upon the earlier of one year from the date hereof and the date on which Sellers have used, disposed of, or destroyed all bagging materials which Sellers currently possess and which bear the Tradename. Sellers agree that Sellers shall maintain a quality standard for the products promoted and rendered in connection with the limited licensed use of the Tradename during the term of the License which is at least equal to the respective quality standards in effect for such products.

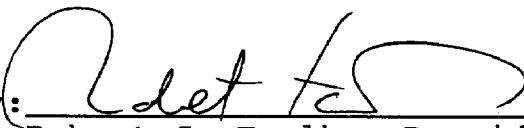
IN WITNESS WHEREOF, Seller has caused this Assignment to be executed and delivered as of the date first above written.

SELLERS:

FAULKS BROS. CONSTRUCTION, INC.

By: 
Robert S. Faulks, ~~President~~
Sec.

NORTHWOODS ORGANICS, INC.

By: 
Robert S. Faulks, President

Schedules

- Schedule A - United States patents and applications for patent of the Seller (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)

- Schedule B - Patents and applications for patent of the Seller in other countries (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)

- Schedule C - United States Copyright registrations and applications for copyright registrations of the Seller (including Reg. No; Publication Date; Description/Title)

- Schedule D - Copyright registrations and applications for copyright registration of the Seller in other countries (including Reg. No; Publication Date; Description/Title)

- Schedule E - United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, common law trade names and service marks of the Seller (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)

- Schedule F - Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of the Seller in other countries (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)

Schedule A

United States patents and patent applications of the Seller:

Design Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
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None

Utility Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
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None

Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor(s)</u>
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None

Schedule B

Patents and patent applications of the Seller in countries other than the United States:

Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
None			

Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor(s)</u>
None			

Schedule C

United States copyright registrations and applications
for copyright registrations of the Seller:

<u>Reg. No.</u>	<u>Publication Date</u>
<u>Description/Title</u>	

None

F7

TRADEMARK
REEL: 1785 FRAME: 0054

Schedule D

Copyright registrations and applications for copyright registration of the Seller in other countries:

<u>Reg. No.</u>	<u>Publication Date</u>
<u>Description/Title</u>	

None

F8

TRADEMARK
REEL: 1785 FRAME: 0055

Schedule F

Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of the Seller in other countries:

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None		

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		