

01-27-1999



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**MR 1-25-99**

**100951240**

To the Honorable Commissioner of Patents and Trademarks, please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:  
 Pulte Home Corporation and Builders' Supply Lumber Co., Inc.  
 (Michigan Corporation) (Michigan Corporation)  
 33 Bloomfield Hills Pkwy. 2200 Ross Ave., Suite 4900  
 Bloomfield Hills, MI 48304 Dallas, Texas 75201

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation Michigan  
 Other

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

2. Name and Address of Party(ies) receiving an interest:  
 Name: Builders' Supply & Lumber Co., Inc.  
 Street Address: 2200 Ross Avenue  
 Internal Address: Suite 4900  
 City: Dallas State: Texas Zip: 75201

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation Delaware  
 Other \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: March 20, 1998

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): N/A

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s): 1,976,363

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Mark H. Webbink, Esq.  
 Internal Address: Moore & Van Allen, PLLC  
 Street Address: 2200 West Main Street, Suite 800  
 City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.4): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 (Any Deficiency)

8. Deposit account number:  
13-4365  
 (Attach duplicate copy of this form if paying by deposit account):

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.*

Mark H. Webbink, Esq. [Signature] 1/19/99  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 14

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

TIM KROLL  
 (Typed or printed name of person signing the certificate)

[Signature]  
 (Signature of the person signing the certificate)

1/19/99  
 (Date of Signature)

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ment thereof and any registrations or applications for registration therefor (the "BSL Trademarks").

(b) Pulte does hereby sell, transfer, assign, convey and deliver to Assignee all of the right, title and interest of Pulte, in, to and under the trade name, trademark and service mark "BSL", and all variations and derivatives thereof, together with all goodwill associated with such trade name, trademark and service mark and the right, if any, to sue for past infringement thereof and any registrations or applications for registration therefor (the "Pulte Trademark" and, together with the BSL Trademarks, the "Assigned Trademarks").

2. Absolute Assignment. The transfer pursuant to this Assignment Agreement is absolute. Assignee shall have all rights of Assignor and Pulte in and to the Assigned Trademarks transferred, assigned and conveyed hereunder. Nothing contained herein shall restrict, limit or supersede the representations and warranties contained in the Purchase Agreement.

3. Further Documents. Each of Assignor and Pulte hereby covenants that it will, at any time and from time to time, upon request therefor, execute and deliver to Assignee, its nominees, successors and assigns, such new and confirmatory instruments as may be reasonably requested by Assignee in order to fully sell, transfer, assign and convey to and vest in Assignee all or any portion of Pulte's or Assignor's right, title and interest in the Assigned Trademarks sold, transferred and assigned hereby.

4. Effective Time. The assignment of the Assigned Trademarks shall be effective as of the date hereof.

5. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Assignment Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by mail (certified or registered mail, return receipt requested), by reputable overnight courier (providing proof of delivery) or by facsimile transmission (receipt of which is confirmed):

(a) If to Assignee, to:

**Builders' Supply & Lumber Co., Inc.  
c/o Stonegate Resources Holdings, LLC  
2200 Ross Avenue, Suite 4900 West  
Dallas, Texas 75201  
Attention: Donald F. McAleenan, Esq.  
Facsimile: (214) 880-3599**

with a copy to:

**Skadden, Arps, Slate, Meagher &  
Flom LLP  
One Rodney Square  
Wilmington, Delaware 19801  
Attention: Robert B. Pincus, Esq.  
Facsimile: (302) 651-3001**

(b) If to Pulte or Assignor, to:

**Pulte Home Corporation  
33 Bloomfield Hills Parkway, Suite 200  
Bloomfield Hills, Michigan 48304  
Attention: John R. Stoller, Vice  
President, Secretary and  
General Counsel  
Facsimile: (248) 433-4543**

with a copy to:

**Honigman Miller Schwartz and Cohn  
2290 First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226-3583  
Attention: David Foltyn, Esq.  
Facsimile: (313) 962-0176**

or to such other person or address as any party shall specify by notice in writing, given in accordance with this Section 6, to the other parties hereto. All such notices, requests, demands, waivers and communications shall be deemed to have been given

on the date on which so hand-delivered, on the third business day following the date on which so mailed, on the next business day following the date on which delivered to such overnight courier and on the date of such facsimile transmission and confirmation, except for a notice of change of person or address, which shall be effective only upon receipt thereof.

6. Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Assignment Agreement is not intended, and shall not be deemed, to confer upon or give any person except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

7. Governing Law. This Assignment Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

8. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

9. Interpretation. The section headings contained in this Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Assignment Agreement. As used in this Assignment Agreement, the term "person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

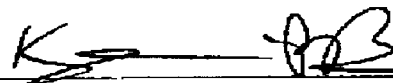
10. Binding Effect; Assignment. This Assignment Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns, but except as contemplated herein, neither this Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by Assignee, Assignor or Pulte without the prior written consent of the other parties hereto; provided, however, that Assignee may assign any or all of its rights, but not its obligations hereunder to NationsBank, N.A. without the prior written consent of the other parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the day and year first set forth above.

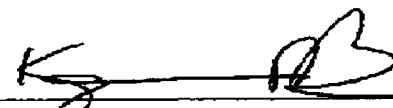
**PULTE:**

**PULTE HOME CORPORATION,**  
a Michigan corporation

By:   
Name: KEVIN P. BRUCE  
Title: VICE PRESIDENT

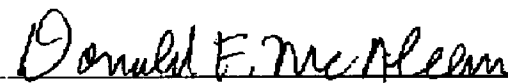
**ASSIGNOR:**

**BUILDERS' SUPPLY & LUMBER CO., INC.,**  
a Michigan corporation

By:   
Name: KEVIN P. BRUCE  
Title: PRESIDENT

**ASSIGNEE:**

**BUILDERS' SUPPLY & LUMBER CO., INC.,**  
a Delaware corporation (formerly known as  
BSL ACQUISITION CORP.)

By:   
Name: DONALD F. McALEENAN  
Title: SENIOR VICE PRESIDENT, GENERAL  
COUNSEL AND SECRETARY

ACKNOWLEDGMENT OF ASSIGNMENT BY  
BUILDERS' SUPPLY & LUMBER CO., INC.,  
a Michigan corporation

State of *New York* )  
                                  ) ss  
County of *New York* )

On this 20 day of March, 1998, before me appeared Kevin P. Bruce  
the person who signed this instrument, who acknowledged that he/she signed it on  
behalf of the identified corporation and pursuant to authority duly received.



\_\_\_\_\_  
Notary Public

MARY R. HOETS  
Notary Public, State of New York  
No. 31-4985420  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires ~~Aug. 19, 19~~

*1/8/2000*







2200 Ross Avenue  
Suite 4900 West  
Dallas, Texas 75201  
Tel 214.880.3520  
Fax 214.880.3599

**Donald F. McAleenan**  
*Senior Vice President &  
General Counsel*

December 16, 1998

Kurt Oosterhouse, Esq.  
Moore & Van Allen, PLLC  
NationsBank Corporate Center  
100 N. Tryon Street, Floor 47  
Charlotte, North Carolina 28202-4003

Re: Pelican Companies, Inc.

Dear Kurt:

Per our discussion, enclosed are the following materials:

1. schedules to the Pelican Merger Agreement listing the Pelican subsidiaries and officers and directors; and
2. certificates of insurance for BSL and Western provided to NationsBank in connection with the prior loan closing.

Please call me with any questions.

Sincerely,



Donald F. McAleenan

enclosure

(a)(iii)

**Pelican Officers**

<b>Ben Phillips</b>	<b>President &amp; CEO</b>	Responsible for all aspects for Company operations; direct reports include four Area Managers and five vice presidents; member of Board
<b>Don Lewis</b>	<b>Vice President &amp; CFO</b>	Responsible for all Company financial functions; direct reports include controller, credit manager, asset manager, chief information officer and inventory manager.
<b>Tom Leete</b>	<b>Vice President, Marketing</b>	Responsible for all Company marketing functions for target customers; direct report is promotions/events manager.
<b>John Gunn</b>	<b>Vice President, Purchasing</b>	Responsible for all product purchasing and replenishment functions; direct reports include two purchasing managers.
<b>Gifford Shaw</b>	<b>Vice President, Engineered Wood Division</b>	Responsible for managing and growing the engineered wood division; direct reports include plant managers.
<b>Bill Seay</b>	<b>Vice President &amp; CIO</b>	Responsible for all Company information and communication systems; direct reports include systems and technology managers.
<b>Bill Stark</b>	<b>Vice President, Human Resources</b>	Responsible for all human resources management functions including compensation, benefits, employee relations, training and payroll.
<b>Bill Gehman</b>	<b>Assistant Treasurer, Assistant Secretary</b>	

**Pelican Directors**

<b>Dave Page</b>	<b>Chairman</b>	<b>Outside director; McCown De Leeuw &amp; Co.</b>
<b>Clarence Bauknight</b>	<b>Director</b>	<b>Outside director</b>
<b>H. James Brown</b>	<b>Director</b>	<b>Outside director</b>
<b>Phil Collins</b>	<b>Director</b>	<b>Outside director; McCown De Leeuw &amp; Co.</b>
<b>Seddon Goode</b>	<b>Director</b>	<b>Outside director</b>
<b>Robert Hellman</b>	<b>Director</b>	<b>Outside director, McCown De Leeuw &amp; Co.</b>
<b>Newell LaVoy</b>	<b>Director</b>	<b>Outside director</b>
<b>George McCown</b>	<b>Director</b>	<b>Outside director; McCown De Leeuw &amp; Co.</b>
<b>Ben Phillips</b>	<b>Director</b>	<b>President and CEO</b>
<b>Harold Stowe</b>	<b>Director</b>	<b>Outside director</b>
<b>Garry Merritt</b>	<b>Director</b>	<b>Outside director</b>

(b) There has been no material change in compensation for any of the Company's officers or directors. Merit increases in base salary compensation for some officers were granted by the Board effective February 1, 1998

**SCHEDULE 2.4-SUBSIDIARIES AND AFFILIATES**

(a)

	<u>Subsidiaries</u>	<u>Authorized Shares of Capital Stock</u>	<u>Number of Shares Outstanding</u>	<u>Percentage Ownership</u>
(i)	Builderway Inc.	10,000,000 Common (\$.01 par)	1	100%
(ii)	Builderway Realty Inc.		1	100%
(iii)	Sunbelt Companies, Inc.	5,000,000 Common (\$.01 par)	1	100%
		2,000,000 Non-Voting (\$.01 par)	0	
		1,000,000 Preferred (\$.01 par)	0	
(iv)	Shaw Components, Inc.		1	100%
(v)	CCWP, Inc	300,000	260	100%
	<u>Other Investments</u>			
(vi)	See attached Exhibit 2.4(a)(vi)			

(b) All outstanding stock set forth in (a)(i) through (v) above is pledged to NationsBank, as agent for the Lenders.