

06-17-1999



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

06/18/1999 DNGUYEN 00000119 2057928

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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

REEL: 001914 FRAME: 0097

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	2,057,928	1,974,124	1,889,899
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,741,331	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Sharon S. McMahan

*Sharon S. McMahan*

6/11/99

Name of Person Signing

Signature

Date Signed

## COPYRIGHT AND TRADEMARK ASSIGNMENT

**WHEREAS, HENDERSON, BLACK & GREENE, INC.**, an Alabama corporation with an address at P.O. Box 589, Troy, Alabama 36081 ("Assignor"), owns all right, title and interest in and to all copyrights, trademarks, service marks and logos used or created in or in connection with the Business (as such term is defined in the Asset Purchase Agreement described below), including without limitation the trademarks, trademark registrations and trademark registration applications listed on Exhibit "A," and all derivations, variations and combinations thereof, and all applications for registration, registrations and renewals therefor (collectively, the "Copyrights and Marks"), together with the goodwill of the Business associated therewith.

**WHEREAS, HB&G BUILDING PRODUCTS, INC.**, a Delaware corporation with an address at 1015 Brundidge Blvd., Troy, Alabama 36081 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Copyrights and Marks, together with the goodwill of the Business associated therewith.

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement between Assignor and Assignee dated as of the date hereof, Assignor has agreed to execute this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title and interest in and to the Copyrights and Marks, together with the goodwill of the Business associated therewith, all common law and statutory right, title and interest in the Copyright and Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Copyrights and Marks. Assignor hereby represents and agrees that there are no liens, security interests, restrictions, claims or encumbrances in connection with the Copyrights and Marks, that it exclusively owns the Copyrights and Marks, that it has not assigned, granted or transferred any right or interest in or to the Copyrights and Marks, and that it has full power and authority to enter into and perform this Assignment. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for copyright, trademark and/or service mark registration in the United States and in foreign countries in connection with the Copyrights and Marks, and to secure in its own name the registrations granted thereon. Assignor hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Assignee, or its successors or assigns may consider necessary in connection with the Copyrights and Marks and the assignment herein to Assignee.



EXHIBIT "A"

"Trademarks"

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PERMAPOST	2,057,928	4/29/97
PERMAGRANITE	1,974,124	5/14/96
PERMA CAST	1,889,899	4/18/95
ARCHITECTURAL MASTERWORKS	1,741,331	12/22/92
PERMACAST	---	---
PERMA TURNED POST	---	---
SYNTHEPOST	---	---
PERMA LAMP POST	---	---
COLUMN CONNECTION	---	---
HB&G	---	---
HB&G and Design	---	---
HOME PRODUCTS FOR LASTING IMPRESSIONS	---	---
REFLECTIONS OF GOOD TASTE	---	---
Column Logo	---	---
1-800-264-4HBG	---	---

DO NY/212564.4