

03-21-2000

U.S. Department of Commerce  
Patent and Trademark Office

F



HEET

101294590

Our Ref.: 1288-209

Commissioner of Patents and Trademarks  
Box Assignments, Washington, DC 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Falcon Foam Corporation

- Individual(s)
- General partnership
- Corporation-State: Delaware
- Other: \_\_\_\_\_

- Association
- Limited Partnership



3. Nature of conveyance:

- Assignment
- Security Assignment
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 31, 2000

2. Name and address of receiving party(ies):

Name: Atlas Roofing Corporation

Internal Address: \_\_\_\_\_

Street Address: 802 Highway 19 North

Suite 190

City: Meridian

State/Country: Mississippi

Zip: 39307

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Mississippi
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Designations must be a separate document from Assignment)

Additional name/s & address/es attached  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)

- (1) 75/470,155
- (2) \_\_\_\_\_

B. Trademark Registration No.(s)

- (1) 699,255
- (2) 869,913
- (3) 1,503,916
- (4) 1,444,116

Additional numbers attached?  Yes  No

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

Name: Donna J. Bunton

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Nixon & Vanderhye P.C.

1100 North Glebe Road

8th Floor

City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed

Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

03/21/2000 DC0000061 75470155

01 FC:1401  
02 FC:1402

40.00 DP  
100.00 DP

DO NOT USE THIS SPACE

Signatures 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.

Donna J. Bunton

Name of Person Signing

*Donna J. Bunton*  
Signature

February 16, 2000

Date

Total number of pages including cover sheet, attachments and document: 7

## ASSIGNMENT OF MARKS AGREEMENT

THIS ASSIGNMENT OF MARKS AGREEMENT (this "Agreement"), is made as of this 31st day of January, 2000, by and between Falcon Foam Corporation, a Delaware Corporation ("Assignor") and Atlas Roofing Corporation, a Mississippi Corporation ("Assignee").

### RECITALS

A. Assignor has adopted and used in its business and is the owner of certain trademarks which are the subject of registrations or an application for registration filed in the United States Patent and Trademark Office (the "Registered Marks") described and identified on Exhibit A attached hereto;

B. Assignor has further adopted and used in its business certain trademarks which are not currently registered in the United States Patent and Trademark Office (the "Unregistered Marks") described and identified on Exhibit A attached hereto. The Registered Marks and the Unregistered Marks are collectively referred to herein as the "Marks".

C. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated December 21st, 1999 (the "Purchase Agreement").

D. The Purchase Agreement contemplates an assignment by the Assignor to the Assignee of all its right, title and interest in and to the Marks. Pursuant to this Agreement, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Marks.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below and in the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.
2. Representations and Warranties. This Agreement is made subject to the parties' representations and warranties set forth in Sections 3 and 4 of the Purchase Agreement.
3. Assignment. Assignor does hereby sell, assign and transfer unto Assignee all its right, title and interest in and to the Marks and the registration thereof, the goodwill of the business associated therewith, all common law rights and all claims for damage by reason of past infringement of said Marks by third parties, if any, with the right to sue and collect therefore.
4. Further Assurances. Each party hereto agrees to take such reasonable further acts and actions as may be necessary to more fully and completely assign the rights to the Marks transferred hereunder as requested from time to time by the other party.

5. Indemnification. This Agreement and all assignments made hereunder are subject to all the remedies and indemnification provisions set forth in Section 8 of the Purchase Agreement.

6. Governing Law; Dispute Resolution. Assignor and Assignee acknowledge that this Agreement shall be governed by and subject to Sections 10(i) and 10(o) of the Purchase Agreement, relating to governing law and dispute resolution, respectively.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

ASSIGNOR:

FALCON FOAM CORPORATION

By: Michael H. Thaman

Name: Michael H. Thaman

Title: President

ASSIGNEE:

ATLAS ROOFING CORPORATION

By: \_\_\_\_\_

Name: Larry D. Davis

Title: Assistant Treasurer

STATE OF Ohio }

} to wit:

CITY OF Lucas }

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January ~~xx~~, 2000, by Michael H. Thaman, President of Falcon Foam Corporation.

Robert E. Nagucki  
Notary Public

My commission expires:

ROBERT E. NAGUCKI, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date

#582032 v3 - OC FALCON TRADEMARK ASSIGNMENT HOOD ATLAS



STATE OF MISSISSIPPI }  
 } to wit:  
CITY OF HATTIESBURG }

The foregoing instrument was acknowledged before me this 31st day of January    , 2000, by Larry D. Davis, Assistant Treasurer of Atlas Roofing Corporation, a Mississippi Corporation.

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

My commission expires: 1/11/2004

#582032 v3 - OC/HOOD/TRADEMARK/ASSIGNMENT

**EXHIBIT A**

**REGISTERED MARKS**

<b><u>Registration</u></b>	<b><u>Date Granted</u></b>	<b><u>Trademark</u></b>	<b><u>Class</u></b>
699,255	June 14, 1960	INSUL-SHEATH	17
869,913	May 27, 1969	FALCON FOAM	17
1,503,916	September 13, 1988	FALCON-FOIL	17
1,444,116	June 23, 1987	INSUL-PANEL	17

  

<b><u>Application</u></b>	<b><u>Date Filed</u></b>	<b><u>Trademark</u></b>	<b><u>Class</u></b>
75/470,155	April 20, 1998	EXPANDING POSSIBILITIES	17

**UNREGISTERED MARKS**

FOAMEX  
FALCON LOGO  
FALCON TAPER-FOAM  
FALCONPAK  
INSUL-VENT  
INSUL-TILE

v3 - OC/HOOD/TRADEMARK/ASSIGNMENT