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Docket No.:



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To the Honorable Commissioner of Patents

101403881

ched original documents or copy thereof.

1. Name of conveying party(ies): 101403881-7 TM 2: 48  
**Henderson Black & Greene, Inc.**  
OPR/FINANCE

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Alabama  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: HB&G Building Products, Inc.

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

Street Address: 1015 Brundidge Blvd.

City: Troy                      State: AL      ZIP: 36081

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

If assignee is not domiciled in the United States, a domestic designation is                       Yes       N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes       N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: June 4, 1999

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
2,057,928 PermaPost

Additional numbers                       Yes  No

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

Name: Linda Friedman

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

2001 Park Place Suite 1400

Street Address: Bradley Arant Rose & White, LLP

2001 Park Place Suite 1400

City: Birmingham                      State: AL      ZIP: 35203

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):..... \$ \$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0954

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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.*

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and 1

## **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.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 7<sup>th</sup> day of June 1999.

HENDERSON, BLACK & GREENE, INC.

By: S. Kenneth Hendricks

Name: S. Kenneth Hendricks

Title: President

STATE OF New York )  
 ) SS  
COUNTY OF New York )

On this 4<sup>th</sup> day of June, 1999.

S. Kenneth Hendricks, the undersigned officer, personally appeared before me Julie Browning, known personally to me to be the President of the above-named corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Julie Browning  
Notary Public

My Commission expires: \_\_\_\_\_

Notarial Seal

JULIE BROWNING  
NOTARY PUBLIC, State of New York  
No. 01BR6015043  
Qualified in Queens County  
Commission Expires Oct. 18, 2000

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	---	---

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