

11-16-2000



101518496

10/10/00

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

Merger

Change of Name

Other

Effective Date
Month Day Year
 9 28 00

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 9 27 00

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/AKATA

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002176 FRAME: 0207

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" value="75/635,505"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/856,386"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/934,520"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0,970,192"/>	<input type="text" value="1,277,962"/>	<input type="text"/>
<input type="text" value="0,971,140"/>	<input type="text" value="1,373,408"/>	<input type="text"/>
<input type="text" value="0,954,075"/>	<input type="text" value="1,285,794"/>	<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.

Michael J. Smith, Esquire

Name of Person Signing



Signature

October 5, 2000

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of September ~~21~~, 2000 ("Assignment Agreement"), by and between LL BUILDING PRODUCTS INC., a Delaware corporation ("Assignor"), and LEHIGH CONSUMER PRODUCTS CORPORATION, a Pennsylvania corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), providing for the sale of certain assets used in connection with the Business (such term and, except as otherwise defined herein, all other capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement); and

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment Agreement, providing for the assignment from Assignor to Assignee of all of Assignor's right, title and interest in, to, and under the Assigned Intellectual Property (as defined below), in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in, to and under the intellectual property set forth on Schedule 1 hereto (the "Assigned Intellectual Property"), including, but not limited to, all inventions and invention rights covered thereby, all issues of letters patent and reissues, continuations, continuations-in-part, divisions and reexaminations of the letters patent already granted and which may be granted in all countries, all of the common law rights and registrations in all countries relating to the transferred marks and the goodwill symbolized thereby in all countries, and all rights to sue for and remedies and damages against past, present and future infringements thereof, in each case to the extent relating to the Intellectual Property (collectively, the "Assigned Intellectual Property"), to be held and enjoyed by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

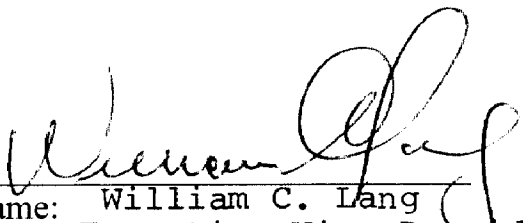
2. Further Assurances. Each of the parties hereto shall, and shall cause each of its affiliates to, from time to time, execute and deliver to the other party such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments, trademark assignments, assignments of unpatented inventions and assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignor and Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee.

3. Governing Law. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be duly executed as of this 27 day of September, 2000.

LI. BUILDING PRODUCTS INC.

LEHIGH CONSUMER PRODUCTS CORPORATION

By: 
Name: William C. Lang
Title: Executive Vice President

By: _____
Name:
Title:

STATE OF NEW JERSEY)
) ss.:
COUNTY OF PASSAIC)

On the 27th day of September, 2000, before me personally came William C. Lang, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice Pres. of LL Building Products Inc., the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Dorothy A. Schelnick
Notary Public
DOROTHY A. SHELNICK
Commission Expires Aug. 30, 2005

STATE OF)
) ss.:
COUNTY OF)

On the _____ day of _____, 2000, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Lehigh Consumer Products Corporation, the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

2. Further Assurances. Each of the parties hereto shall, and shall cause each of its affiliates to, from time to time, execute and deliver to the other party such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments, trademark assignments, assignments of unpatented inventions and assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignor and Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee.

3. Governing Law. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be duly executed as of this 29 day of September, 2000.

LL BUILDING PRODUCTS INC.

LEHIGH CONSUMER PRODUCTS CORPORATION

By: _____
Name:
Title:

By: Frederick W. Keller
Name: Frederick W. Keller
Title: President

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 2000, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of LL Building Products Inc., the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

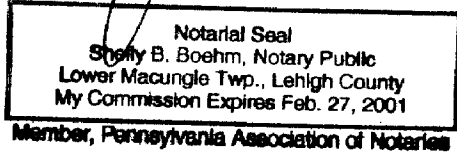
Notary Public

STATE OF Pennsylvania)
) ss.:
COUNTY OF Lehigh)

On the 19th day of September, 2000, before me personally came Richard W. Colby, to me known, who, being by me duly sworn, did depose and say that he is the President of Lehigh Consumer Products Corporation, the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Shelly B. Boehm

Notary Public



SCHEDULE 1

U.S. TRADEMARKS

Country	Mark	Number	Goods Description	Type
U.S.	DOORNAMENTS	75/635,505	Cl. 6 Metal ornaments to be affixed to doors as ornaments	Application
U.S.	LESLIE-LOCKE	0,970,192	Cl. 11 Ventilation products; ventilators, louvers, ventilator bases and fitments therefor	Registration
U.S.	LESLIE-LOCKE	0,971,140	Cl. 6 Mailbox stands, window guards, corner braces, flanges, brackets, screws, fasteners and fitments therefor, channels, clips, t-bars and spindles for use in suspended ceilings	Registration
U.S.	LL (Stylized)	0,954,075	Cl. 11 Ventilation products, namely, ventilators, louvers, ventilator bases and filaments therefor	Registration
U.S.	LL and Design	1,277,962	Cl. 11 Ceiling fans, ventilators and ventilator fans	Registration
U.S.	LL LESLIE LOCKE & Design	1,373,408	Cls. 6, 7, 11 & 19 Ornamental wrought iron and cast iron metal products, namely columns, railings, hand railings, fencing, mail box stands, window guards, corner braces, flanges, brackets, screws, fasteners and fitments therefor, channels, clips, t-bars, spindles for use in suspended ceilings, door louvers and skylights in Class 6.	Registration
U.S.	LL LESLIE LOCKE & Design	1,285,794	Cl. 6 Ornamental iron railings, columns, fencing and window grill work	Registration
U.S.	MASTERGUARD	75/856,386	Cls. 6 & 11 Metal and non-metal fencing, windows and doors	Application
U.S.	OLDE WORLD	75/934,520	Cl. 19 fencing and fencing components (will need to amend to Cl. 6 for metal)	Application

COMMON LAW TRADEMARKS

Mark	Type
Classic Fence	Unregistered
Columbia Fence	Unregistered
General Steel	Unregistered
The Clear Choice or The Choice is Clear	Unregistered

U.S. PATENTS

Application Date	Application No.	Patent Name
January 27, 2000	09/492,595	Discrete Anchor Means for Joining Units of Construction
Unfiled	Unfiled	Improvements to Connectors

OTHER INTELLECTUAL PROPERTY

- All trade secrets, know-how and other intellectual property used in or required for the operation of the Business as presently conducted, but excluding the retained Intellectual Property set forth in Schedule 3.07(a)(ii) hereof.