

04-26-2001

6240.600



101670883

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Castlegate Acquisition Company  
Delaware Corporation

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

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

2. Name and address of receiving party(ies)  
 Name: Castlegate Inc.  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: 911 East Jefferson Street  
 City: Pittsburg State: Kansas Zip: 66762

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

3. Nature of conveyance: 4-25-01

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Nullification 0819/621

Execution Date: 9-9-91

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1,127,796  
1,489,347

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Joseph W. Berenato, III  
 Internal Address: Liniak, Berenato, Longacre & White  
 Street Address: 6550 Rock Spring Drive  
Suite 240  
 City: Berhessa State: MD Zip: 20817

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0548 Charge 40.00  
No Spec Fee

(Attach duplicate copy of this page 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.

Thomas Liniak, Reg. No. 33,415 Thomas P Liniak April 25, 2001  
 Name of Person Signing                      Signature                      Date

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

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: CASTLEGATE

Trademark: MOHAWK

Registration No: 1,127,796

Registration No: 1,489,347

Registered: December 18, 1979

Registered: May 24, 1988

\*\*\*\*\*

NULLIFICATION OF INCORRECT ASSIGNMENT

Commissioner of Patents &  
Trademarks  
Washington, D.C.

April 25, 2001

Sir:

PREMDOR, Inc., acting through its wholly owned subsidiary, Premdor U.S. Holding, Inc. acquired the assets of Castlegate Inc. with all trademarks and their respective registrations in 1991. A summary of this assignment is recorded on reel 2146, frame 0256 and shows the transfer of seven registrations from Castlegate, Inc. to Premdor U.S. Holdings, Inc. For reasons unknown, the 1991 assignment of the registration no. 1,127,756 of the mark "CASTLEGATE" and the registration no. 1,489,347 of the mark "MOHAWK" were incorrectly transferred to Castlegate Acquisition Company, instead of Premdor U.S. Holdings, Inc.

The assignment of the "CASTLEGATE" and "MOHAWK" registrations filed on October 2, 1991 with the Assignment Branch of the U.S. Patent and Trademark Office incorrectly transferred the entire right, title, and ownership of these marks from Castlegate, Inc. to Castlegate Acquisition Company. Premdor has no information that Castlegate Acquisition Company was ever a de jure company, and the name is believed to have been mistakenly used.

This error was not realized until Premdor U.S. Holdings, Inc. attempted to renew the mark by filing a Section 8 Affidavit and Section 9 Renewal Application.

Respectfully submitted,

Date: 4/25/01

By:   
Thomas P. Liniak

Liniak, Berenato, Longacre & White, LLC  
6550 Rock Spring Drive, Suite 240  
Bethesda, MD 20817  
(301) 896-0600

Attorney for Assignee

64100 405 P

LAW OFFICES

(HOLLAND & KNIGHT)

1401 MANATEE AVENUE WEST  
P.O. Box 241  
BRADENTON, FLORIDA 34202  
(813) 747-5550  
FAX (813) 748-6948

2000 INDEPENDENT SQUARE  
P.O. Box 62687  
JACKSONVILLE, FLORIDA 32201  
(904) 353-2000  
FAX (904) 358-1872

400 NORTH ASHLEY  
P.O. Box 1288  
TAMPA, FLORIDA 33601  
(813) 227-8500  
FAX (813) 229-0134

92 LAKE WINE DRIVE  
P.O. Box 32092  
LAKELAND, FLORIDA 33807  
(813) 682-1181  
FAX (813) 688-1186

CABLE ADDRESS  
4EX MIA  
TELEX 52-2233 MIAMI

1200 BRICKELL AVENUE  
P.O. Box 013441  
MIAMI, FLORIDA 33101  
(305) 374-8500  
FAX (305) 374-1164

PLEASE REPLY TO:

800 NORTH MAC DONA AVENUE  
P.O. Box 1324  
ORLANDO, FLORIDA 32803  
(407) 425-8500  
FAX (407) 425-3307

Washington

October 2, 1991

ONE EAST BROWARD BLVD.  
P.O. Box 14070  
FORT LAUDERDALE, FLORIDA 33303  
(305) 625-1000  
FAX (305) 463-2030

315 SOUTH CALHOUN STREET  
P.O. Drawer 810  
TALLAHASSEE, FLORIDA 32302  
(904) 224-7000  
FAX (904) 224-8832

881 SEVENTEENTH STREET, N.W.  
SUITE 900  
WASHINGTON, D.C. 20004  
(202) 855-8555  
FAX (202) 855-2525

REEL 0819 FRAME 21

The Commissioner of Patents  
and Trademarks

Box 5  
Washington, D.C. 20231

Attention: Assignments Branch

Re: Castlegate, Inc., Formerly D.O.W. Acquisition  
Co., Assignment of Patents and Trademarks  
To Castlegate Acquisition Company

Dear Sir/Madam:

Enclosed please find five assignments of patent and two  
assignments of trademark between Castlegate, Inc. (Assignor) and  
Castlegate Acquisition Company (Assignee).

The following is a listing of the specific patent and  
trademark numbers:

89112675

Patent No.	Inventor(s)	Title	Issue Date
4,218,348 91594815	Nelson	Plastic Foam-Filled Door Having Integral Plastic Housing and Defining Lock Cylinder and Lock Bolt Chamber.	08/26/80
91594816			
D260,436 91594817	Martinelli	Decorative Window Panel for Doors.	08/25/88
D260,439 91594818	Martinelli	Decorative Window Panel for Doors.	08/25/88
D260,555 91594819	Martinelli	Decorative Window Panel for Doors.	09/01/81
4,295,299	Nelson	Steel Clad Wood Door Frame.	10/20/81
4,409,274 91594820	Martinelli & Lat	Metal Article Having Three- Dimensional Wood Grain and Stainable Coating.	10/11/84

TRADEMARK

REEL: 002236 FRAME: 0399

The Commissioner of Patents  
and Trademarks  
October 2, 1991  
Page 2

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
CASTLEGATE	1,127,796	12-18-79
MOHAWK	1,489,347	05-24-88

Enclosed please find our draft in the amount of \$64.00, covering the government filing fee of \$8.00 per assignment.

Sincerely yours,

HOLLAND & KNIGHT

*Mitchell H. Stabbe*  
( Mitchell H. Stabbe )

MHS:nct  
Enclosure

consnr1tr pattrad:155

TRADE-MARK

REEL 08 | 9 FRAME 22

ASSIGNMENT OF TRADEMARK

WHEREAS, CASTLEGATE, INC., formerly D.O.W. Acquisition Co., a corporation duly organized and existing under the laws of the State of Delaware (the "Assignor"), warrants that it is the exclusive owner by means of assignment, of the entire right, title and interest in and to the following United States Trademark used in its business:

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
CASTLEGATE	1,127,796	December 18, 1979

WHEREAS, CASTLEGATE ACQUISITION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, for the benefit of itself, its successors and assigns (the "Assignee"), wishes to acquire said entire right, title and interest therein;

NOW WITNESSETH, that for and in consideration of the sum of One Dollar and other valuable consideration paid unto the Assignor by the Assignee, the receipt of which in full is hereby acknowledged, the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer to the Assignee, its entire right, title and interest in and to said Trademark together with the goodwill of the business symbolized by said Trademark, the same to be held and enjoyed by the Assignee, to the full end of the term of said Trademark, and any reissues, renewal or extension thereof, as are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

TRADE-MARK

REEL 0019 FRAME 23

002236.01

And for the hereinbefore-mentioned consideration, the Assignor hereby sells, assigns and transfers unto the Assignee all claims and demands, both at law and in equity, that the Assignor has or may have for damages which may accrue; and the Assignor hereby authorizes and empowers the Assignee to sue for and collect the same. using the Assignor's name as party plaintiff.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the titles to said Trademark, in said Assignee, its successors, assigns or other legal representatives, and that if said Assignee, its successors, assigns or legal representatives desire to secure any reissue or reissues of such Trademark, or that any disclaimer or disclaimers relating thereto should be filed, that Assignor will, upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the application for such reissue or reissues, and the procuring thereof, or for the filing of such disclaimer or disclaimers, without further compensation, but at the expense of said Assignee, its successors, assigns or legal representatives.

And, Assignor does further covenant and agree that it will, at any time, upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to said Trademark or the history thereof known to it,

TRADE-MARK

REEL 0819 FRAME 24





GIVEN under by hand and seal this 9<sup>th</sup> day of September, 1991.

Barbara J. Coleman  
Notary Public

My Commission Expires: 8/5/94

REEL 0819 FRAME 26  
TRADE-MARK

RECORDED  
PATENT AND TRADEMARK  
OFFICE

OCT - 4 1991