

04-20-2001



101680867

### 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 *MPD 3.25.01*

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

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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

04/19/2001 08:55:55 75024144  
01 FD:481 40.00 01

FOR OFFICE USE ONLY

**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="76/024,144"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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

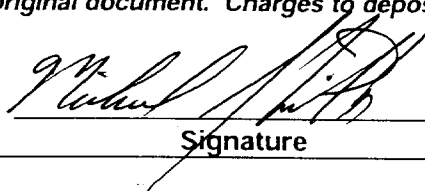
No

**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

3/20/2001

Date Signed

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of February 15, 2001 ("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 15 day of February, 2001.

LL BUILDING PRODUCTS INC.

LEHIGH CONSUMER PRODUCTS CORPORATION

By: William J. Davis  
Name: William J. Davis  
Title: Asst. Secretary

By: Robert H. Strouse  
Name: Robert H. Strouse  
Title: Vice President

STATE OF New Jersey )  
COUNTY OF Passaic ) ss.:

On the 5<sup>th</sup> day of March, 2001, before me personally came William J. Davis, to me known, who, being by me duly sworn, did depose and say that he is the Asst. Secretary 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.

Toni Ann Frasca

Notary Public  
**TONI ANN FRASCA**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 18, 2002

~~COMMONWEALTH~~  
STATE OF PENNSYLVANIA )  
COUNTY OF MONTGOMERY ) ss.:

On the 16<sup>th</sup> day of MARCH, 2001, before me personally came ROBERT H. STROUSE, to me known, who, being by me duly sworn, did depose and say that he is the VICE 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.

Susan L. Silenzi  
Notary Public

Notarial Seal  
Susan L. Silenzi, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires Oct. 11, 2001  
Member, Pennsylvania Association of Notaries

**SCHEDULE 1**

**U.S. TRADEMARKS**

Country	Mark	Number	Goods Description	Type
U.S.	DOO DADS	76/024,144	Wind chimes, decorative lawn and garden accessories, decorative wall hangings, plant hangers, garden hose reels, address markers, drapery and cabinet hardware, electrical outlet covers and switch plate covers, all made of metal (Int. Cl. 6)	Application

**COMMON LAW TRADEMARKS**

Mark	Type
RUSTRPRUF	Unregistered
SECURITY WITH STYLE	Unregistered