

05-17-2001



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FORM PTO-1594 (Rev. 6-93)

RE

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

S-9-01

Thermoguard Insulation Company

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

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

2. Name and address of receiving party(ies)

Name: Thermoguard Insulation Company, LLC

Internal Address:

Street Address: 1029 Technology Park Drive

City: Glen Allen State: VA ZIP: 23059

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Virginia limited liability company

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:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4-30-2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,063,341 1,115,284 1,140,331
982,428

Additional numbers attached? Yes No

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

Name: Lisa M. Krizan, Esquire

Internal Address:

Hirschler, Fleischer, Weinberg, Cox

& Allen

Street Address: P.O. Box 500

City: Richmond State: VA ZIP: 23218-0500

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501335

(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.

Lisa M. Krizan, Esquire

Name of Person Signing

Signature

5/8/01

Date

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of April 30, 2001, by and between Thermoguard Insulation Company, a Washington corporation (the "Assignor"), located at 125 North Dyer Road, Spokane, Washington 99212, and Thermoguard Insulation Company, LLC, a Virginia limited liability company (the "Assignee"), (collectively, the "Parties") located at 1029 Technology Park Drive, Glen Allen, Virginia 23059, hereby provides:

WHEREAS, Assignor has obtained registrations within the United States of America for the service marks and/or trademarks depicted and described on Exhibit A, attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest that it may have in and to the Trademarks worldwide together with the goodwill of the business in connection with which the Trademarks have been used and are used, symbolized by the Trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Trademarks; and,

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks worldwide together with the goodwill of the business in connection with which the Trademarks have been used and are used, symbolized by the Trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Trademarks.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title and interest that Assignor may have, free and clear of any liens and/or encumbrances, in and to the Trademarks in the United States and worldwide, together with the goodwill of the business connected with the use of, and which is symbolized by, the Trademarks, along with the Assignor's right to recover for damages and profits for any past, present and future infringements of the Trademarks.

2. **Authorization.** Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Trademarks listed in the Exhibit. Assignor hereby represents and covenants that it has the full right to convey the interests herein

assigned, and that it has not executed and will not execute, any agreement or document which is in conflict herewith.

3. **Future Assurances.** Assignor agrees that upon the request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and which Assignee may reasonably request in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession and/or control of Assignor.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Jurisdiction and Venue.** The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division, to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the County of Henrico, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

8. **Counterparts.** This Assignment may be executed in any number of counterparts and by different parties to this Assignment, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment.

9. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof, and supercedes all prior discussions, negotiations and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

Thermoguard Insulation Company
a Washington Corporation

By: G. Roger Crawford
G. Roger Crawford
President

State of Virginia
City of Richmond, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared G. Roger Crawford, the President and duly authorized agent and signatory of Thermoguard Insulation Company, who executed the foregoing Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 30th day of April, 2001.

[SEAL]

Eileen K. [Signature]
Notary Public

My commission expires: 5/31/04

ASSIGNEE:

Thermoguard Insulation Company, LLC
a Virginia limited liability company

By: Service Partners Distribution, LLC
a Virginia limited liability company,
Manager

By: Joseph H. Carrington
Joseph H. Carrington
President

City COMMONWEALTH OF VIRGINIA
COUNTY OF Richmond, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Joseph H. Carrington, the President and duly authorized agent and signatory of Service Partners Distribution, LLC, the Manager of Thermoguard Insulation Company, LLC who executed the foregoing Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 30th day of April, 2001.

[SEAL]

[Signature]
Notary Public

My commission expires: 5/31/04

EXHIBIT A

United States Federally Registered Marks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
THERMOLITE	1,063,341	April 12, 1977
TG Design	1,115,284	March 20, 1979
THERMOGUARD	982,428	April 23, 1974
CELLU-SPRAY	1,140,331	October 7, 1980

#318765 v1 21395.02650

TRADEMARK
REEL: 002297 FRAME: 0107

HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

LISA M. KRIZAN

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725 JACKSON STREET
SUITE 200
FREDERICKSBURG, VA 22401-5720

TELEPHONE: (540) 372-3515
FACSIMILE: (540) 372-3941

CERTIFICATE OF EXPRESS MAIL UNDER 37 C.F.R. §1.10 "EXPRESS MAIL" MAILING NUMBER: EE 186 7318 10 US
DATE OF DEPOSIT: 5-8-2001

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" SERVICE UNDER 37 C.F.R. §1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO BOX ASSIGNMENTS, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, DC 20231

Lisa M. Krizan, Esquire

(TYPED OR PRINTED NAME)


(SIGNATURE)

May 8, 2001

BOX ASSIGNMENTS

Commissioner of Patents and Trademarks
Washington, DC 20231

Re: Assignments of Trademarks owned by
Thermoguard Insulation Company
125 North Dyer Road
Spokane, Washington 99212

Honorable Sir:

Please find enclosed with the U.S. Patent and Trademark Office's Cover Sheet (For Trademarks Only), the following documents:

1. One (1) trademark Assignment of four (4) trademark registrations made by Thermoguard Insulation Company, to Thermoguard Insulation Company, LLC pursuant to a sale of substantially all the assets of the business and the goodwill associated with such trademarks as used by and associated with such business.

TRADEMARK
REEL: 002297 FRAME: 0108

2. A self-addressed, postage pre-paid postcard, which we request that you date stamp and return to us to acknowledge receipt of the above items.

Please charge the Firm's Deposit Account Number 501335 for \$115.00 in payment of the fees for such assignments. If any additional fees are required or credits due, the Office is hereby authorized to charge or credit the Firm's Deposit Account listed herein.

If the U.S. Patent and Trademark Office has any correspondence or inquiries concerning the enclosed Assignment, please direct it to myself at the address listed above. My direct telephone line is (804) 771-9521. Thank you for your assistance in this matter.

Sincerely,



Lisa M. Krizan

LMK:tms
Enclosures

cc: Joseph H. Carrington, Esquire
Roderick W. Simmons, Esquire
Jeffrey A Gregor, Esquire

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