

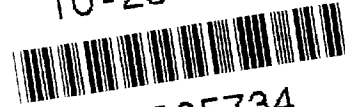
10-4501



10-04-2001

U.S. Patent & TMO/TM Mail Rcpt Dt 171

10-25-2001



101885734

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

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

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

REEL: 002388 FRAME: 0955

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

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="705266"/>	<input type="text"/>	<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.

Steven M. Weinberg

10-1-01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, DUXBAK, INC., a Maryland corporation having a place of business at 903 Woods Road, Cambridge, MD 21613 ("Assignor"), is the owner of registered trademarks and service marks; common law, state and foreign trademarks and service marks; and applications therefor (all of the foregoing being referred to collectively herein as the "Marks"), including without limitation the Marks identified in Exhibit A attached hereto; and

WHEREAS, LIBERTY FINANCE COMPANY, INC., a Delaware corporation having a mailing address c/o Walls Industries, Inc., 1905 North Main Street, P.O. Box 98, Cleburne, Texas 76031 ("Assignee"), is desirous of acquiring all right, title and interest in, to and under the Trademarks (as hereinafter defined).

NOW, THEREFORE, to all whom it may concern: be it known that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; together with all causes of action and claims for damages by reason of past, present and future infringements thereof, with the right to sue for and collect such damages for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives (the Marks and other assets sold, assigned, transferred and set over pursuant to this paragraph being referred to collectively as the "Trademarks").

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreements in conflict herewith.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed this 17th day of January, 1992, by its officer thereunto duly authorized.

DUXBAK, INC.

By: _____

Title: _____
James J. [Signature]
President

STATE OF
COUNTY OF

Manlyland
Dorchester

)
)
SS:

On this 17th day of January, 1992, before me, James,
personally appeared to me known and known to me to be the
Chaater of Duxbak, Inc., the Assignor above named, and
acknowledged that he executed the foregoing Assignment on behalf
of said Duxbak, Inc. and pursuant to authority duly received.

Robert S. Gordon
Notary Public
My Commission Expires:

EXHIBIT A

<u>MARK</u>	<u>CLASS</u>	<u>(SERIAL NO.)/ REGISTRATION NO.</u>	<u>(FILING DATE) /ISSUE DATE</u>
Duxbak	25	65,268	9/17/1907
Duxbak with Logo	25	887,543	3/10/1970
Duxbak Logo	25	1,125,594	10/2/1979
Bird, Jones & Kenyon	25	1,483,607	4/5/1988
Duxbak (Japan)	24	2,252,108	7/30/1990
Duxbak (Canada)		306,613	9/6/1985
Whisper-Soft	24	1,419,230	12/2/1986
Whisper-Lite	25	1,377,385	1/7/1986
DuxBlind	25	1,465,580 &	11/17/1987&
	25	1,465,581	11/17/1987
DuxBark	25	1,404,175 &	8/5/1986 &
	25	1,406,835	8/26/1986
Kamp-It	25	722,006	9/26/1961
PakBak	25	231,388	8/16/1927
Duxbak Cloth	25	639,414	1/1/1957
Frost Proof	25	705,266	10/4/1960
Black Duck	25	1,495,937	7/12/1988
Commander	25	538,906 &	3/6/1951&
	25	838,870	11/14/1967
Bobcat		Registration Not Renewed	
M's Frosty		Registration Not Renewed	
Artic		Not Registered	

JAPAN

A S S I G N M E N T

WHEREAS DUXBAK, INC., a corporation organized and existing under the laws of the State of Maryland, having a place of business at 903 Woods Road, Cambridge, Maryland 21613, United States of America (hereinafter called "the Assignor"), is the proprietor of the following trademark registered in Japan:

<u>Trademark</u>	<u>Number</u>	<u>Class</u>
DUXBAK & Duck Device	2,252,108	24

AND WHEREAS LIBERTY FINANCE COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, having its address as care of Walls Holding company, Inc., 1905 North Main Street, P.O. Box 98, Cleburne, Texas 76031, United States of America (hereinafter called "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the said trademark.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known, that the said Assignor has assigned and transferred unto the said Assignee, its successors and assigns, under the date of the entire right, title and interest in and to the said trademark insofar as it relates to and covers the territory of Japan.

Executed by the Assignor at

this 17th day of January 1992

DUXBAK, INC.

BY [Signature]
(Name)
(Title) President

C41303.530 S
1:1/13/92

DUXBAK, INC.

CORPORATE CERTIFICATE

Re: Sale of Certain Assets of Duxbak, Inc. to Liberty Finance Company

The undersigned, being the President of Duxbak, Inc., a Maryland corporation (the "Seller"), does hereby certify that, to the best of his knowledge, information, and belief:

1. The representations made by or on behalf of the Seller in the following documents (collectively called the "Seller Documents") as accurate and complete:

a. the Asset Purchase Agreement dated January 15, 1992 among the Seller, the Stockholders and Liberty Finance Company (the "Purchaser");

b. the Bill of Sale dated January 17, 1992;

c. the Trademark Assignment dated January 17, 1992 by the Seller;

d. the Japanese Trademark Assignment dated January 17, 1992 by the Seller;

e. the Canadian Trademark Assignment dated January 17, 1992 by the Seller.

2. The Seller is not subject to any federal/state/local governmental programs. The Seller is not engaged in an industry which is regulated by any governmental entities or which requires the consent, approval, authorization or other action by, or filing with, any governmental authority prior to entering into commercial transactions.

3. Except as set forth on Schedule 1, there are no judicial or governmental judgments, orders, injunctions, decrees or arbitration awards outstanding against the Seller, and there are no judicial or governmental actions, suits, or proceedings, or any arbitrations or mediations, pending or threatened against the Seller or any of its properties.

4. Attached hereto as Schedule 2 and made a part hereof is an accurate and complete list of all indentures, mortgages, deeds of trust, security agreements, leases, contracts, and other agreements and instruments to which the Seller is a party, or which are otherwise binding on the Seller or its properties and the violation, breach, or default of which could have a material adverse effect on the business, operations, properties, or

C41303.530 S
1:1/13/92

assets, or on the condition, financial or otherwise, of the Seller.

5. Attached hereto as Exhibit A and made a part hereof is a certificate signed by the assistant secretary of the Seller, certifying the copies of the charter and bylaws, respectively, of the Seller, and the corporate resolutions authorizing the execution, delivery, and performance of the Seller Documents, and an incumbency certificate regarding the officers of the Seller, signed by the assistant secretary of the Seller.

6. As of the date hereof, no judicial proceeding has been instituted by the Attorney General of the State of Maryland alleging that the Seller has abused, misused, or failed to use its powers and franchises in a manner which, in the public interest, would make proper the forfeiture of the charter of the Seller or the dissolution of the Seller; no articles of dissolution have been filed with the Maryland State Department of Assessments and Taxation; and no petition has been filed in any court of competent jurisdiction to dissolve the Seller.

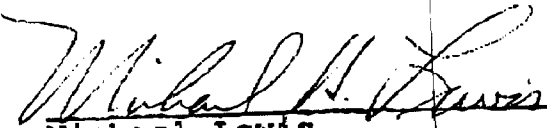
7. No proceedings by or against the Seller have been commenced in bankruptcy or for reorganization, liquidation, or the readjustment of debts under the Bankruptcy Code or any other law, whether state or federal, nor has the Seller made an assignment for the benefit of creditors, admitted in writing inability to pay debts generally as they become due, or filed or had filed against it any action seeking an order appointing a trustee or receiver of all or a substantial part of the property of the Seller.

This Certificate may be relied upon by the Seller's law firm in its opinions addressed to the Purchaser in connection with the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 17th day of January, 1992.

WITNESS:

DUXBAK, INC.


Michael Lewis,
Assistant Secretary

By: 
James Teaster, President

C41303.530 S
1:1/13/92

WALLES IND.

#1332 F.009

SCHEDULE 1

NONE

C41303.530 S
1:1/13/92

WALLES IND.

#1332 21010

SCHEDULE 2

NONE