

RE

05-20-2002

APR 26

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RE



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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):

Celotex Corporation

4-26-02

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other of Non-Recordation of Document dated 4-6-2002

Execution Date: June 1, 2001

2. Name and address of receiving party(ies)

Name: Knight-Celotex, LLC

Internal

Address:

Street Address: One Northfield Plaza, Suite 410

City: Northfield State: IL Zip: 60093

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

596,594

Additional number(s) attached  Yes  No

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

Name: Allen J. Hoover

Internal Address:

Citicorp Building

Street Address: 500 West Madison Street

Suite 3800

City: Chicago State: Illinois Zip: 60661

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

230,785

(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.

Allen J. Hoover

Name of Person Signing

Allen J. Hoover  
Signature

04-25-2002

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
REEL: 002508 FRAME: 0951

02-13-2002  
101980402

NET

-Y

Docket No.:

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks:

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

1-18-02

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: June 1, 2001

2. Name and address of receiving party(ies):

Name: Knight-Celotex, LLC

Internal Address: \_\_\_\_\_

Street Address: One Northfield Plaza, Suite 410

City: Northfield State: IL ZIP: 60093

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

Other Illinois limited liability company

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

596,594

Additional numbers

Yes  No

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

Name: Allen J. Hoover

Internal Address: \_\_\_\_\_

Rockey, Milnamow & Katz, Ltd.

Street Address: Two Prudential Plaza, Suite 4700

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1644

02/12/2002 00000172 596594

01 FC:401

40.00 DP

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.

Allen J. Hoover

Name of Person Signing

Allen J. Hoover  
Signature

January 18, 2002

Date

Total number of pages including cover sheet, attachments, and

6

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of June 1, 2001, by and between CELOTEX CORPORATION, a Delaware corporation (the "Assignor"), and KNIGHT-CELOTEX, LLC, an Illinois limited liability company (the "Assignee").

WHEREAS, the Assignor and Knight Industries, LLC, an Illinois limited liability company and Assignee's parent company ("Parent"), have entered into an Asset Purchase Agreement dated as of May 25, 2001 (the "Asset Purchase Agreement"), which provides for, among other things, the sale to Parent (and its permitted assigns) of substantially all the assets and the assumption of certain liabilities of Assignor with respect to the Assignor's fiberboard business; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of June 1, 2001 by and between Parent and Assignee, Parent assigned to Assignee all of its rights and obligations relating to the Trademarks (as hereinafter defined) purchased by Parent under the Asset Purchase Agreement, and Assignee accepted the assignment of such rights and assumed the Assumed Liabilities relating to the Trademarks; and

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations listed on Schedule A attached hereto (the "Trademarks"), and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks.

This Assignment is in accordance with and subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

Assignor agrees that it shall execute all further documents reasonably necessary to assign to Assignee title to the Trademarks.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*



Schedule A

DOCKET #	MARK	COUNTRY	REG. NO.	REG. DATE	RENEWAL
B 408	Flexcell	Brazil	800024966	08/28/84	08/28/04
B 408	Flexcell	Canada	103830	07/13/71	07/31/01
B 408	Flexcell	France	1,282,214	08/17/84	08/17/04
B 408	Flexcell	USA	596,594	10/12/54	10/12/04
B 408	Flexcell	Venezuela	103,040	09/06/83	09/06/08