

10-23-2002



Our Ref: NM MISC G

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

	Name of conveying party(ies):	2. Name and address of receiving party(ies):		
	Bemis Manufacturing Company 300 Mill Street P.O. Box 901 Sheboygan Falls, Wisconsin 53085-0901 U.S.A. [] Individual	Name: GSW Inc. Internal Address: Street Address: 26 Lorena Street Barrie, Ontario L4N 4P4 [] Individual(s) citizenship: [] Association: [] General Partnership [] Limited Partnership [X] Corporation-Canada [] Other		
1		"If assignee is not domiciled in the United States, a domestic representative designation is attached: [x]yes []no (Designation must be a separate document from Assignment) Additional name(s) and address(es) attached []yes [x]no		
	4. Application number(s) or registration number(s):			
	A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,216,739; 1,244,492; 2,257,478		
	Additional numbers attache	nd?[]yes [x]no		
	5. Name and address of party to whom correspondence concerning documents should be mailed:	6. Total number of applications and registrations involved: [3]		
	Neil McFater Dennison Associates 133 Richmond Street West, Suite 301	7. Total fee (37 CFR 3.41): \$ 90.00		
/	Toronto, Ontario Canada	[] Authorized to be charged to deposit account		
01 FC:85	-1 TO TO TO TO TO TO THE TOTAL THE TOTAL TO THE TOTAL TOT	Deposit account number: 040752. (Attach duplicate copy of this page if paying by deposit account)		
02 FC:85	· · · · · · · · · · · · · · · · · · ·	ETHIS SPACE		
	Statement and signature.			
	To the best of my knowledge and belief, the foregoing is true original document.	e and correct and any attached copy is a true copy of the		
		DAT 1/ 2002		
	Neil McFater Name of Person Signing Signature	0 t T. 16, 2002 Date		
	, ,			
	Total number of pages including cover sheet, attachments, and document: 15			

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

In re Registration of: 1,216,739, S.N. 73/344,605

Trademark:

RAIN MASTER

Registered:

NOVEMBER 16, 1982

REVOCATION OF PRIOR POWER OF ATTORNEY, NEW POWER OF ATTORNEY and CHANGE IN DOMESTIC REPRESENTATIVE FOR SERVICE

Hon. Commissioner of Patents and Trademarks Washington, D.C. 20231 U.S.A.

Dear Sir:

Please be advised that all power of attorney previously given in this case are hereby revoked and the following attorneys are hereby appointed to transact all business in the Patent and Trademark Office connected therewith:

Douglas S. Johnson Reg. No. 15,945

S. Warren Hall Reg. No. 30,350

John C. Jeffrey Reg. No. 35,764

Frank P. Farfan Reg. No. 35,773

Neil McFater qualified trademark practitioner

Tony Bortolin qualified trademark practitioner

TRADEMARK REEL: 2603 FRAME: 0798

All correspondence should be directed to:

Neil McFater
Dennison Associates
133 Richmond Street West
Suite 301
Toronto, Ontario, M5H 2L7
(416) 368-8313

Facsimile: (416) 368-1645

TRADEMARK REEL: 2603 FRAME: 0799 It is also requested that the representative for service be changed to:

Mr. James P. Ryther of the firm of Piper, Marbury, Rudnick & Wolfe, 203 N. LaSalle Street, Suite 1800, Chicago, Illinois, 60601, United States of America

Dated: 040cTo 2.

GSW INC.

Per

Name: ANDREW FORKIER

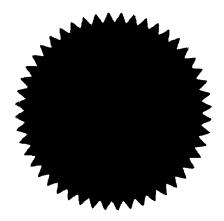
Title: PORSIDENT AND CEC

PROVINCE	OF ONTARIO)
)
)
	TO WIT:)

I, DANIEL DAVID ROWNTREE, a Notary Public in and for the Province of Ontario, by royal authority duly appointed, residing in the City of Toronto, in the said Province of Ontario, DO HEREBY CERTIFY that the paper writing hereto annexed is a true copy of trademark assignment agreement dated as of July 31, 2002 between GSW INC. and BEMIS MANUFACTURING COMPANY.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at the City of Toronto on the 12th day of September, 2002.

A Notary Public in and for the Province of Ontario



TRADEMARK ASSIGNMENT

This is an Agreement by and between GSW INC., a corporation existing under the laws of Canada, having a place of business at 26 Lorena Street, Barrie, Ontario, L4N 4P4, Canada (the "Assignee") and BEMIS MANUFACTURING COMPANY, a corporation existing under the laws of Wisconsin, having its principal place of business at 300 Mill Street, P.O. Box 901, Sheboygan Falls, Wisconsin 53085-0901, U.S.A. (the "Assignor").

WHEREAS, Assignor and Assignee have entered into an agreement whereby Assignee is acquiring certain of Assignor's assets relating to its gutter and splash block businesses, including the trademarks and the registrations therefor set forth on the attached Schedule "A" (the "Trademarks") which Assignor has used;

WHEREAS, Assignee is desirous of acquiring all of Bemis' right, title, and interest in and to the Trademarks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Trademarks and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all its right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the 31st day of July, 2002

BEMIS MANUFACTURING COMPANY	GSW INC.
By: Richard A. Bemis President	By:
By: J. J. Service Peter F. Bemis Vice-President & Secretary	By:

TRADEMARK ASSIGNMENT

This is an Agreement by and between **GSW INC.**, a corporation existing under the laws of Canada, having a place of business at 26 Lorena Street, Barrie, Ontario, L4N 4P4, Canada (the "Assignee") and **BEMIS MANUFACTURING COMPANY**, a corporation existing under the laws of Wisconsin, having its principal place of business at 300 Mill Street, P.O. Box 901, Sheboygan Falls, Wisconsin 53085-0901, U.S.A. (the "Assignor").

WHEREAS, Assignor and Assignee have entered into an agreement whereby Assignee is acquiring certain of Assignor's assets relating to its gutter and splash block businesses, including the trademarks and the registrations therefor set forth on the attached Schedule "A" (the "Trademarks") which Assignor has used;

WHEREAS, Assignee is desirous of acquiring all of Bemis' right, title, and interest in and to the Trademarks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Trademarks and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

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BEMIS MANUFACTURING COMPANY	GSW INC.
By: Richard A. Bemis President	By: Andrew A. Ferrier President & CEO, GSW Inc.
By: Peter F. Bemis Vice-President & Secretary	By: Dennis E. Nykoliation President, GSW Thermoplastics Company, a division of GSW Inc.

SCHEDULE "A"

Mark	Registration Number	Registration Date
DIAMOND GARD	2,257,478	June 29, 1999
LEAF MASTER	1,244,492	July 5, 1983
RAIN MASTER	1,216,739	November 16, 1982

TRADEMARK RECORDED: 10/17/2002 REEL: 2603 FRAME: 0804