



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

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

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: 04 OCT 02 .

GSW INC.

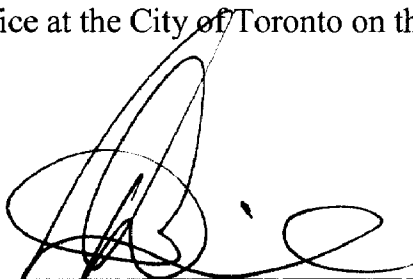
Per: 
Name: ANDREW FERRIER
Title: PRESIDENT AND CEO

PROVINCE OF ONTARIO)

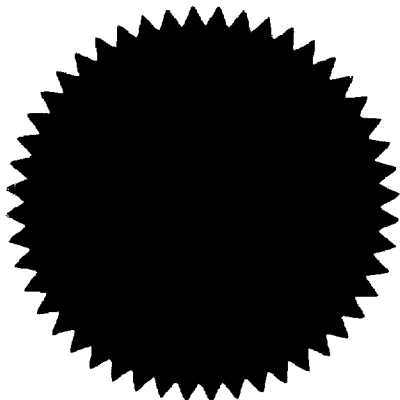
TO WIT:)

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;

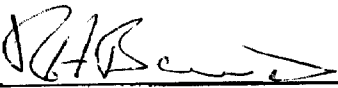
WHEREAS, Assignee is desirous of acquiring all of Bemis' right, title, and interest in and to the Trademarks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout 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

By: 
Richard A. Bemis
President

By: 
Peter F. Bemis
Vice-President & Secretary

GSW INC.

By: _____
Andrew A. Ferrier
President & CEO, GSW Inc.

By: _____
Dennis E. Nykoliation
President, GSW Thermoplastics Company,
a division of GSW Inc.

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.

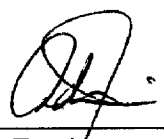
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all its right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support 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

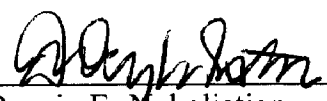
BEMIS MANUFACTURING COMPANY

GSW INC.

By: _____
Richard A. Bemis
President

By: _____

Andrew A. Ferrier
President & CEO, GSW Inc.

By: _____
Peter F. Bemis
Vice-President & Secretary

By: _____

Dennis E. Nykolation
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