

02-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102374620

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

1. Name of conveying party(ies): 2.25.03 Nuline Industries, Inc.

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State Other

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

3. Nature of conveyance:

- [X] Assignment Merger Security Agreement Change of Name Other

Execution Date: January 1, 2003

2. Name and address of receiving party(ies)

Name: Vallant Corp.

Internal

Address:

Street Address: 4900 Ondura Drive Fredericksburg City: VA State: VA Zip: 22407

- Individual(s) citizenship Association General Partnership Limited Partnership [X] Corporation-State Wyoming Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes [X] No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,731,129; 1,932,110; 651,058; 1,559,546

Additional number(s) attached Yes [X] No

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

Name: E.G. Allen, III, Esquire

Internal Address:

Allen & Allen, Attorneys at Law, P.C.

Street Address: P.O. Box 610

City: Richmond State: VA Zip: 23218-0610

6. Total number of applications and registrations involved: 4

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

- [X] Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

EC00PER 00000000 1731129

01 FC:8521 02 FC:8522

40.00 OP 75.00 OP

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002678 FRAME: 0710

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is effective as of January 1, 2003, by and between **NULINE INDUSTRIES, INC.**, a Wyoming corporation (the "Assignor"), and **VALLANT CORP.**, a Wyoming corporation (the "Assignee"), (collectively, the "Parties") hereby provides:

R E C I T A L S:

WHEREAS, Assignor holds all right title and interest in the trademarks depicted and described on Exhibit A, attached hereto and made a part hereof ("Trademarks"), which are used in an integrated business of the manufacture, distribution and sale of roofing products and related products and accessories (the "Business");

WHEREAS, the Parties are parties to an Agreement and Plan of Reorganization (the "Plan") dated as of the date hereof among the Parties and other parties pursuant to which the Parties have reorganized portions of the Business in a transaction intended to qualify as a tax-free reorganization (the "Reorganization") under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

WHEREAS, as a component of the Reorganization, Assignor desires to assign to Assignee all of Assignor's rights, title and interest that Assignor has in and to the Trademarks together with the goodwill connected with the use of, and which is 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 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 together with the goodwill connected with the use of, and which is 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 present and future infringing uses of the Trademarks pursuant to the terms and conditions of this Assignment.

NOW THEREFORE, in consideration for Parties mutual covenants contained in the Plan, the Parties 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 has in and to the Trademarks or any portion thereof, free and clear of any liens and/or encumbrances, together with the goodwill

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 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. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest 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 written 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 right, 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 City of Fredericksburg, 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.

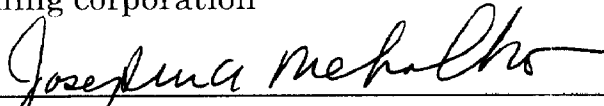
8. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof, and supercedes all prior discussions, negotiations and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing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

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

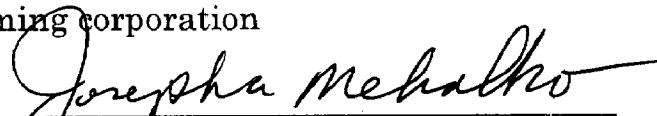
ASSIGNOR:

NULINE INDUSTRIES, INC.,
a Wyoming corporation

By: 
Joseph A. Mehalko
Vice President

ASSIGNEE:

VALLANT CORP.,
a Wyoming corporation

By: 
Joseph A. Mehalko
Vice President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Spotsylvania, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Joseph A. Mehalko, the Vice President and duly authorized agent and signatory of Nuline Industries, Inc., who executed the foregoing Trademark Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 8th day of January, 2003.

[SEAL]

Barbara K. Allen
Notary Public

My commission expires: 8/31/06.

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Spotsylvania, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Joseph A. Mehalko, the Vice President and duly authorized agent and signatory of Vallant Corp., who executed the foregoing Trademark Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 8th day of January, 2003.

[SEAL]

Barbara K. Allen
Notary Public

My commission expires: 8/31/06.

EXHIBIT A

Trademark Registrations

U.S. REGISTRATIONS:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Ondura	1,731,129	November 10, 1992
Onduraline	1,932,110	October 31, 1995
Onduline	651,058	September 3, 1957
Nail Head	1,559,546	October 10, 1989

CANADA REGISTRATIONS (FILINGS):

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Ondura	SN878799	May 20, 1998 (Filed)
Onduraline	TMA 502,610	October 21, 1998
Onduraline	TMA 107,126	June 28, 1957

POLAND REGISTRATIONS:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Duracor	Z160666 App. 110096 Reg. # 19	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT RECORDATION

POWER OF ATTORNEY

To: The Honorable Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

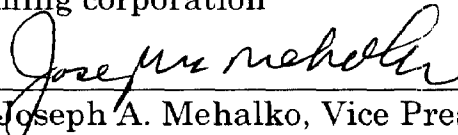
The undersigned current Owner of Record hereby appoints E.G. Allen, III, of Allen & Allen, Attorneys at Law, P.C., who is a member in good standing of the State Bar of the Commonwealth of Virginia, (Bar #33173) and whose mailing address is Post Office Box 610, Richmond, Virginia 23218-0610, to record these owner assignments of trademarks currently owned by Nuline Industries, Inc., a Wyoming corporation, to transact all business in the Patent and Trademark Office in connection with such owner assignments, and to receive all correspondence related to such owner assignments.

Please address all correspondence in connection with this matter to, and make all further contact with: E.G. Allen, III, of Allen & Allen, Attorneys at Law, P.C., Post Office Box 610, Richmond, Virginia 23218-0610, Telephone No.: (804) 545-1511, Facsimile No.: (804) 545-1501, E-mail: eallen@lawallen.com.

Respectfully Submitted,

NULINE INDUSTRIES, INC.,
a Wyoming corporation

Date: January 8, 2003

By: 
Joseph A. Mehalko, Vice President

Telephone Number: (540) 898-7000