

FORM PTO-1618A
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04-23-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102427486

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 4-3-03

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
Effective Date
Month Day Year

Merger

Change of Name

Other

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

04/22/2003 ECOOPER 00000170 76343139
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Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20504

REEL: 002716 FRAME: 0289

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)

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.

Daniel T. Earle

April 2, 2003

Name of Person Signing

Signature

Date Signed

EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 10th day of December, 2001 by MARLEY MOULDINGS LLC, a limited liability company formed under the laws of the State of Delaware ("Assignor").

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of November 14, 2001 (the "Purchase Agreement"), between Assignor and RGTL NEVADA LIMITED, a corporation organized under the laws of the State of Nevada ("Assignee"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the U.S. trademark registrations and applications listed on Schedule A attached hereto (collectively, the "Trademarks"), and the goodwill associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks (including, without limitation, all proceeds thereof, all rights of action and recovery for past, present and future infringements thereof and all rights to secure renewals and extensions thereof), and all rights therein provided by international conventions and treaties, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, conveyance, transfer and delivery not been made.

Assignor further agrees to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States Patent and Trademark Office.

This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Without limiting the foregoing, this Agreement is subject to the third and fourth sentences of Section 12.18 of the Purchase Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

Marley Mouldings LLC

By: Larry L. Davis
Name: LARRY L. DAVIS
Title: PRESIDENT AND CEO

Commonwealth of Virginia

County of Smyth

This 7th day of December, 2001, Larry L. Davis personally came before me, Debbie T. Tilson, a Notary Public for said County and Commonwealth, who being by me duly sworn, says that the undersigned is President and CEO of Marley Mouldings LLC, a Delaware limited liability company, and that said writing was signed and sealed by the undersigned on behalf of said limited liability company by its authority duly given.

WITNESS my hand and notarial seal.

Debbie T. Tilson
Notary Public

My Commission Expires: 12-31-01

[SEAL]

SCHEDULE A

PENDING TRADEMARK APPLICATION

MARK

SER. NO.

FILED

TRIMPLANK

76/343,139

11/30/01