

05-29-2003



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

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

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

1. Name of conveying party(ies):

Amerimax Home Products, Inc.

S. 27.03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Contribution Agreement

Execution Date: 05/31/2002

2. Name and address of receiving party(ies)

Name: Amerimax Diversified Products, Inc.

Internal Address: Suite 350

Street Address: 5445 Triangle Parkway

City: Norcross State: GA Zip: 30092

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

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) 2,182,707 2,222,451

Additional number(s) attached Yes No

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

Name: Brian J. Anderson

Internal Address: 1600 Atlanta Financial Center

Street Address: 3343 Peachtree Road

City: Atlanta State: GA Zip: 30326-1044

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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DO NOT USE THIS SPACE

9. Signature.

Brian J. Anderson

Name of Person Signing

Signature

May 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

05/28/2003 LMUELLER 00000017 2182707

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

01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

TRADEMARK REEL: 002746 FRAME: 0629

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Contribution Agreement") is made and entered into as of the 31<sup>st</sup> day of May, 2002 (the "Agreement Date"), by and between Amerimax Home Products, Inc., a Delaware corporation ("Transferor") and Amerimax Diversified Products, Inc., a Delaware corporation ("Transferee").

### WITNESSETH:

WHEREAS, Transferor owns and/or leases certain assets, and has certain intangible property rights which are used in the operation of its Gutter World and Global Expanded Products business (the "Business"); and

WHEREAS, Transferee was incorporated on May 14, 2002; and

WHEREAS, in exchange for 100 shares of Common Stock of Transferee, representing 100% of the issued and outstanding stock of Transferee, Transferor desires to contribute, transfer, assign, sell, and convey to Transferee, and Transferee desires to accept the contribution, transfer, assignment, sale, and conveyance of, all of Transferor's right, title, and interest in and to all of its assets in the Business.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants hereafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Contribution. Transferor hereby contributes and transfers unto Transferee, and Transferee hereby accepts, all of Transferor's right, title, interest, and claim, of whatever nature, in its Assets of the Business and in consideration therefor, Transferee is simultaneously issuing to Transferor 100 shares of Common Stock of Transferee (the "Shares"), which represent 100% of the issued and outstanding stock of the Transferee. Such Assets include, without limitation, the following:

- (i) the Assets of the Transferor used in the Business;
- (ii) any Contracts of the Transferor used in the Business;
- (iii) the Intellectual Property of the Transferor used in the Business; and
- (iv) the Licenses and Permits of the Transferor used in the Business.

For purposes hereof, the following terms shall have the following meanings:

"Assets" means all Business properties, assets and rights of any kind, whether tangible or intangible, real or personal, owned by the Transferor or in which the Transferor has any interest whatsoever.

“Contracts” means any and all agreements, contracts, real or personal property leases, notes, loans, evidences of indebtedness, purchase orders, letters of credit, franchise agreements, undertakings, covenants not to compete, employment agreements, licenses, instruments, obligations, commitments, purchase and sales orders, quotations and other executory commitments which relates to the Business or any of the Assets, which pursuant to its terms has not expired, terminated, terminable at will, or been fully performed by the parties thereto.

“Intellectual Property” means all trade names, trademarks and service marks, patents, patent rights, copyrights, whether domestic or foreign, (as well as applications, registrations or certificates for any of the foregoing), inventions, trade secrets, proprietary processes, software and other industrial and intellectual property rights.

“Licenses and Permits” means all rights of the Transferor in registrations, applications, filings, certifications, notices, orders, licenses, permits, approvals, consents, qualifications, authorizations and waivers of any governmental authority, but only to the extent transferable.

2. Futhur Assurances. Transferor shall execute such other documents or instruments and/or take such other actions and make such other deliveries as may be necessary to convey the property described herein to Transferee or otherwise to make effective the transactions contemplated by this Contribution Agreement, including, without limitation, such conveyancing or assignment instruments as may be necessary or appropriate to more effectively evidence the transfer of Transferor’s right, title, and interest in the assets to Transferee.

3. Investment Representations. Transferor represents and warrants to Transferee with respect to each of the following at and as of the Agreement Date:

3.1 Transferor acknowledges that the Shares issued by Transferee to the Transferor in exchange for the contribution of Assets have not been and will not be registered or qualified under the Securities Act or any state securities laws and are offered in reliance upon an exemption from registration under the Securities Act of 1933 (the “Securities Act”) and similar state law exemptions. The Shares to be received by Transferor hereunder will be held by Transferor for investment purposes only for its own account, and not with a view to or for sale in connection with any distribution of the Shares, and Transferor acknowledges that the Shares cannot be sold or otherwise disposed of unless they are subsequently registered under the Securities Act or pursuant to an exemption therefrom.

3.2 Transferor represents and warrants that it is an “accredited investor” within the meaning of Regulation D under the Securities Act and has the knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of receiving and owning the Shares and is able to bear the economic risk of such ownership and understands that an investment in the Shares involves substantial risks.

3.3 There has been made available to Transferor and its respective advisors the opportunity to ask questions of, and receive answers from, Transferee concerning the terms and conditions of the investment in the Shares.

3.3 Transferor represents and warrants that it does not have any intention or plan, formally or informally, directly or indirectly, on the date hereof, to sell, exchange, dispose, or otherwise transfer or cause to have transferred any of the Shares received by it pursuant to this Agreement.

4. Assignment and Assumption Agreement. Simultaneously with the execution of this Agreement, the parties hereto agree to enter into an Assignment and Assumption Agreement the form of which is attached hereto as Exhibit A.

5. Successors and Assigns. This Contribution Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. Governing Law. This Contribution Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution and sealing of this Contribution Agreement as of the day and year first above written.

**TRANSFEROR:**

AMERIMAX HOME PRODUCTS, INC.

By:  \_\_\_\_\_

Title: CEO \_\_\_\_\_

**TRANSFeree:**

AMERIMAX DIVERSIFIED  
PRODUCTS, INC.

By:  \_\_\_\_\_

Title: CEO \_\_\_\_\_