

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leucadia, Inc.		12/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NSW, L.L.C.
Street Address:	530 Gregor Avenue, NE
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24012
Entity Type:	limited liability company: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0696935	VEXAR

CORRESPONDENCE DATA

Fax Number: (540)510-3050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 540-510-3000

Email: trademarks@flippindensmore.com

Correspondent Name: Tara A. Branscom

Address Line 1: 1800 Wachovia Tower, Drawer 1200

Address Line 4: Roanoke, VIRGINIA 24006

ATTORNEY DOCKET NUMBER:

0118-012

NAME OF SUBMITTER:

Tara A. Branscom

Total Attachments: 3

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TRADEMARK
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TRADEMARK ASSIGNMENT

This Trademark Assignment is provided pursuant to Paragraph 3(c) of that certain Letter of Intent Agreement dated as of December 3, 2003 (the "Letter of Intent"), to which NSW, L.L.C., a Virginia limited liability company ("Assignee") and Leucadia, Inc. d/b/a Conwed Plastics, a Delaware corporation ("Assignor"), are parties. Unless otherwise defined herein, all capitalized terms herein shall have the meanings assigned to them under the Letter of Intent.

Assignor owns the VEXAR® mark in the United States (the "Mark"), and Assignor also has ownership rights in the Mark in other countries as more specifically described on Schedule A attached hereto (the "Non-US Mark"). Pursuant to the terms of the Letter of Intent, Assignor is desirous of assigning, and Assignee is desirous of acquiring, the Mark and any other rights Assignor may have in the Non-US Mark outside of the United States, the goodwill symbolized by the Mark, any goodwill Assignor may have in the Non-US Mark outside of the United States, and any applications and/or registrations for the Mark and the Non-US Mark.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Mark and the Non-US Mark, any other rights Assignor may have in the Non-US Mark outside of the United States, the goodwill symbolized by the Mark, the goodwill Assignor may have in the Non-US Mark outside of the United States, together with any applications and/or registrations for the Mark and the Non-US Mark.

Assignor hereby represents and warrants:

- (i) The Mark is the only one that is necessary for the operation of Assignor's diamond mesh extruded products business as it is currently conducted.
- (ii) Assignor is the owner or licensee of all right, title and interest in and to the Mark, free and clear of all liens or other encumbrances.
- (iii) To Assignor's knowledge, Assignor is the owner or licensee of all right, title and interest in and to the Non-US Mark, free and clear of all liens or other encumbrances.
- (iv) Assignor has the right to use both the Mark and the Non-US Mark without payment to any third party.
- (v) The Mark has been registered with the United States Patent and Trademark Office, is currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and

incontestability and renewal applications), is valid and enforceable and is not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing.

(vi) Since December 17, 1986, the Mark has neither been nor is now involved in any opposition, invalidation or cancellation proceeding and, to Assignor's knowledge, no such action is threatened with respect to the Mark.


(v) To Assignor's knowledge, there is no potentially interfering trademark or trademark application of any other person or entity.

(vi) To the knowledge of Assignor, since December 17, 1986, the Mark and the Non-US Mark have not been infringed nor, to Assignor's knowledge, have been challenged or threatened in any way. The Mark and the Non-US Mark, as used by Assignor, have neither, to Assignor's knowledge, infringed nor are alleged to have infringed any trade name, trademark or service mark of any other person or entity.

(vii) All products and materials containing the Mark bear the proper federal registration notice where permitted by law.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment as of December 1, 2003.

LEUCADIA, INC. D/B/A CONWED PLASTICS

By: 
H.E. Scruggs, Vice President

NSW, L.L.C.

By: 
Lawrence E. Plaschek, President

SCHEDULE A

Conwed Plastics, a division of Leucadia, Inc., has during its years of ownership of the Vexar® extruded netting business abandoned the trademark Vexar® in the following countries:

Country	Approximate abandonment date
Australia	10/25/2003
Germany	9/30/2000
Taiwan	8/15/2000
France	7/2000
Benelux	1994
Italy	1994

The four trademark registrations for Vexar® in Australia can be salvaged by a penalty payment within six months after the original due date (i. e. it can be salvaged up to April, 2004).

The trademark Vexar® for extruded netting, is still active in the United States and in the United Kingdom, and is owned by Leucadia.

The currently active trademark Vexar® for extruded netting in Canada was registered by Dupont and is now owned by Enhance Packaging Technologies, Inc.