

8/25/03

08-29-2003

Form PTO-1594
(Rev. 10/02)
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Tab settings



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

102538177

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

1. Name of conveying party(ies):
BRT, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 10, 2003

2. Name and address of receiving party(ies)

Name: G-P GYPSUM CORPORATION
Internal
Address: GA030-43

Street Address: 133 Peachtree Street
City: Atlanta State: GA Zip: 30127

- 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

OFFICE OF PUBLIC RECORDS
2003 AUG 25 PM 3:17
FINANCE SECTION

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

A. Trademark Application No.(s) 78/150,579

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kimberly Nix

Internal Address: GA030-43

Street Address: 133 Peachtree Street

City: Atlanta State: GA Zip: 30127

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1104

DO NOT USE THIS SPACE

9. Signature.

Kimberly Nix
Name of Person Signing

Signature

8/21/03
Date

Total number of pages including cover sheet, attachments, and document: 2

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

08/27/2003 GTON11 00000141 501104 78150579

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TRADEMARK
REEL: 002813 FRAME: 0681

UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, BRT, INC., a Delaware corporation, having a principal address at 501 Silverside Road, Suite 28, Wilmington, Delaware ("Assignor"), is the owner of the entire right, title, and interest in and to Application No. 78/150,579 filed August 3, 2002 ("Trademark"); and

WHEREAS, G-P GYPSUM CORPORATION, a Delaware Corporation having offices at 133 Peachtree Street, NE, Atlanta, Georgia 30303 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Trademark and registration thereof, together with the goodwill of the business symbolized by said trademark is used and the right to recover damages and profits for past infringement of the Trademark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's right, title, and interest in and to:

- (i) the Trademark and the names, symbols, logos, designs, colors and other source identifying devices comprising the Trademark;
- (ii) the intent to use application related to the Trademark in the United States and throughout the world; and
- (iii) goodwill of the businesses symbolized by the Trademark and all rights and goodwill in or generated by any of them;

the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, for the full life of the Trademark as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. This Assignment includes the right to file additional Trademark registration applications under any convention or treaty, to claim priority in such applications based upon current Trademark application, and to sue, seek injunctive relief, and collect damages and profits for past infringement.

Assignor authorizes the United States Patent and Trademark Office and comparable government authorities in other countries to transfer by assignment to Assignee any and all existing Trademark application and to issue to Assignee the Trademark registration hereafter granted.

Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require, to vest in Assignee all of Assignor's right, title and interest in and to the Trademark, and to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, and to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on this 10th day of August 2003.

BRT, INC.

By:

Antoinette Bozac
Antoinette Bozac

Title:

Authorized Attorney