

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Panels, Inc.		05/04/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	SPI Acquisition Corp.
Street Address:	Three Centennial Drive
Internal Address:	c/o Metapoint Partners
City:	Peabody
State/Country:	MASSACHUSETTS
Postal Code:	01960
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2794052	STONE PANELS INC.

CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-8000
Email:	eileen.sullivan@bingham.com
Correspondent Name:	Eileen Sullivan, Trademark Paralegal
Address Line 1:	150 Federal Street
Address Line 2:	Bingham McCutchen LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	SPI TRADEMARK ASSIGNMENT
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NAME OF SUBMITTER:	Eileen Sullivan
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARK, is entered into by and between Stone Panels, Inc., a corporation organized and existing under the laws of the State of Texas, having an address of 100 South Royal Lane, Coppell, Texas 75019 ("Assignor"), and SPI Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware, having an address of c/o Metapoint Partners, Three Centennial Drive, Peabody, Massachusetts 01960 ("Assignee"), and is effective as of the last date of signature.

WHEREAS, Assignor has adopted, is using and is the owner of all right, title, interest, and goodwill in and to the trademarks, service marks, trade names, common-law marks, and other indicia of origin listed in the attached Schedule A (the "Marks");

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of May 4, 2004 with Assignee;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, Assignor does hereby assign, sell and transfer unto Assignee for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, any registrations therefor, and all benefit of the Marks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

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STONE PANELS, INC.
"Assignor"

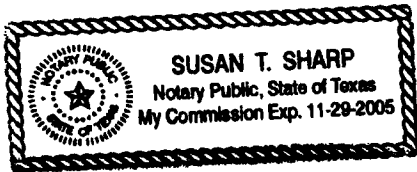
By: _____

Name: Peter R. W. Myles
Title: President

STATE OF TEXAS

COUNTY OF DALLAS

SUBSCRIBED AND SWORN to before me on this 29th day of April, 2004, appeared Peter R. W. Myles, the person who signed this instrument, who acknowledged that he is the President of Stone Panels, Inc. and that being duly authorized he signed such instrument as a free act on behalf of Stone Panels, Inc.



Susan T. Sharp

Notary Public

My Commission Expires: _____

The foregoing assignment by SPI Acquisition Corp. is hereby accepted as of the 4th day of May, 2004.

SPI ACQUISITION CORP.
"Assignee"

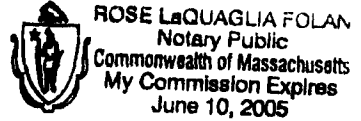
By: *Keith C. Shaughnessy*
Keith C. Shaughnessy, President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex

SUBSCRIBED AND SWORN to before me on this 4th day of May, 2004, appeared Keith C. Shaughnessy, the person who signed this instrument, who acknowledged that he is the President of SPI Acquisition Corp. and that being duly authorized he signed such instrument as a free act on behalf of SPI Acquisition Corp.

Rose LaQuaglia Folan
Notary Public
My Commission Expires: _____



SCHEDULE A

Trademarks Owned by Stone Panels, Inc.

U.S. Trademarks/Service Marks

<u>US/State</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
United States	STONE PANELS INC. (and Design)	2,794,052	December 16, 2003
Texas	STONE PANELS INC. (and Design)	4,622,517	May 2, 1986

Foreign Trademarks/Service Marks and Trademark/Service Mark Applications

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue/App. Date</u>
Canada	STONE PANELS INC. & DESIGN	1,151,580	September 4, 2002 (app. date)
European Community	STONE PANELS INC. & DESIGN	002832426	January 22, 2004