FORM PTO-1594 (Modified)	RECORDATION FORM COVER SHEET		Docket No.:
(Rev. 10/02)	TRADEMARKS ONLY		032482-00033
TM05/REV03	▼	V V	▼ ▼
Tab settings • • • To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.			
Name of conveying party(ies):		2. Name and address of receiving	
Osmose, Inc.		Name: <u>Great Southern Woo</u> Internal Address:	
General Partnership Corporation-State New York Other Additional names(s) of conveying party(ies) 3. Nature of conveyance:	☐ Yes ☐ No Merger Change of Name	☐ Individual(s) citizenship☐ Association☐☐ General Partnership☐☐☐ Limited Partnership☐☐☐	State: _AL_ ZIP: _36310
Execution Date: June 28, 2004		designation is (Designations must be a separate d Additional name(s) & address(es)	☐ Yes ☐ N locument from
A. Trademark Application No.(s)	Additional numbers	B. Trademark Reg 1,905,643 ☐ Yes ☑ No	istration No.(s)
Name and address of party to whom co concerning document should be mailed	rrespondence	6. Total number of applications registrations involved:	
Name: <u>Timothy A. Bush, Esq.</u> Internal Address: <u>c/o Sirote & Permutt, P.C.</u>		7. Total fee (37 CFR 3.41): □ Enclosed ⊠ Authorized to be charged	C
Street Address: 2311 Highland Avenue South		8. Deposit account number:	
City: Birmingham State: AL ZIP: 35205		501346	
DO NOT USE THIS SPACE			
9. 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.			
Timothy A. Bush, Esq. Name of Person Signing		Signature r	
Total number of pages including cover sheet, attachments, and			

ASSIGNMENT OF TRADEMARK AND TRADE DRESS

THIS ASSIGNMENT is effective the Way of June, 2004, by and between Osmose, Inc., a New York corporation (hereinafter "Assignor") and Great Southern Wood Preserving, Inc., an Alabama corporation (hereinafter "Assignee"), on the terms and conditions set forth below.

In consideration of the payment by the Assignee to the Assignor of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest (both common law, statutory, and otherwise) in and to (a) the trademark listed on Exhibit "A" (the "Tag Mark"), attached hereto and incorporated herein by reference, (b) the registration of the Tag Mark in the U.S. Patent and Trademark Office (Registration Number 1,905,643) as more fully described on Exhibit "B" attached hereto, (c) the trademarks and trade dress listed on Exhibit "C" attached hereto (such trademarks and trade dress being the "Additional Marks"), and (d) the goodwill of the business presently operated by Assignor symbolized by the Tag Mark and the Additional Marks.

The assignment made herein shall be a nationwide assignment, and shall be limited to the United States of America and its possessions and territories.

Except as provided herein, and except to the extent Assignee may already have an interest in the Tag Mark, Assignor warrants, covenants and agrees that it has used the Tag Mark for many years and that Assignor is the lawful owner of the full, complete, absolute, and marketable right, title, and interest in the Tag Mark, that it has not assigned any rights in the Tag Mark to any other party, that the Tag Mark is free and clear from all encumbrances, liens, conditional sales contracts, security interests, or charges and, to Assignor's best knowledge, is free from any and all claims of any persons, firms or corporations whatsoever.

Assignor represents and warrants to Assignee that it has full right, power, and authority to make this assignment to Assignee in the manner set forth above. Assignor shall warrant and defend unto Assignee, its successors and assigns, the warranties and covenants set forth herein.

The assignment by Assignor to Assignee of the Tag Mark and the Additional Marks includes an assignment to Assignee of any and all rights Assignor has to sue on its behalf for any losses, damages, liabilities, costs or expenses relating to infringements by third parties on the Tag Mark or the Additional Marks occurring prior to the date hereof. Assignor does hereby covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said Tag Mark and any interests of Assignor in the Additional Marks, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

Assignor agrees to indemnify and hold Assignee harmless from and against, and to reimburse Assignee with respect to, any and all losses, damages, liabilities, costs, expenses and deficiencies, including interest, penalties and attorney's fees incurred by Assignee by reason of

or arising out of or in connection with or resulting from any inaccuracy in or breach of any of the representations, warranties or covenants made by Assignor in this Assignment.

All warranties, representations, covenants, and agreements of Assignor herein shall survive the execution and performance of this Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument on this the 2 day of June, 2004.

OSMOSE, INC.

(ASSIGNOR)

GREAT SOUTHERN WOOD PRESERVING, INC.

By:

(ASSIGNEE)

COUNTY OF

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Goydan, PRESINENT of Osmose, Inc., whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed same voluntarily.

Given under my hand and official seal, this the 28 day of __

Notary Public

Notary Public, Spalding County, Georgia My commission expire by Commission Expires Sept. 4, 2007

STATE OF COUNTY OF

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that James W. Rane, President of Great Southern Wood Preserving, Inc., whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed same voluntarily.

Given under my hand and official seal, this the 6th day of

Notary Public

My commission expires:

Notary Public, Alabama State At Large My Commission Expires Feb. 20, 2008

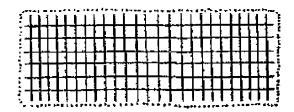
EXHIBIT "A" TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS

Trademark:

- The color yellow (in all shades) on labels and tags attached to chemically treated wood.
- United States Patent and Trademark Office Registration Registration Number: 1,905,643

Registration Date: July 18, 1995

EXHIBIT "B" TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS



Goods and

IC 019. US 012. G & S: chemically treated wood. FIRST USE: 19850101.

Services

FIRST USE IN COMMERCE: 19850101

Mark Drawing

Code

(2) DESIGN ONLY

Design Search

Code

261102 261109 261113 261116 290408

Serial Number

74334748

Filing Date

November 25, 1992

Current Filing

Basis

1A

Original Filing

Basis

1A

Published for

Opposition

April 25, 1995

Registration Number

1905643

Registration

Date

July 18, 1995

Owner

(REGISTRANT) OSMOSE WOOD PRESERVING, INC. CORPORATION

NEW YORK P.O. Drawer O Griffin GEORGIA 30224

(LAST LISTED OWNER) **OSMOSE**, INC. CORPORATION BY CHANGE OF NAME NEW YORK P.O. BOX DRAWER O GRIFFIN GEORGIA

30224

Assignment

Recorded

ASSIGNMENT RECORDED

Attorney of

Record

Timothy A. Bush

Description of

Mark

The mark consists of the color yellow which serves as a background color on the labels attached to the goods. The accompanying drawing is lined to

indicate the color yellow.

Type of Mark

TRADEMARK

Register

PRINCIPAL

Affidavit Text

SECT 15. SECT 8 (6-YR).

Live/Dead Indicator

LIVE

DOCSBHM\1127426\4\

EXHIBIT "C" TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS

Additional Trademarks and Trade Dress ("Additional Marks"):

• The color yellow (in all shades) on all labels, tags, packaging, containers, boxes, bottles, wrapping, cans, and buckets of coatings, stains, and fasteners.

DOCSBHM\1127426\4\

RECORDED: 07/29/2004