



**ASSIGNMENT OF TRADEMARK AND TRADE DRESS**

THIS ASSIGNMENT is effective the 28 day of June, 2004, by and between **Osrose, 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.

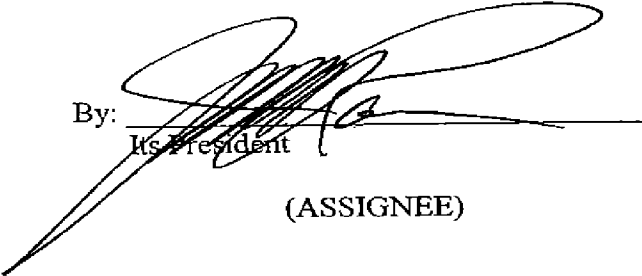
IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument on this the 24 day of June, 2004.

OSMOSE, INC.

By   
Its President

(ASSIGNOR)

**GREAT SOUTHERN WOOD  
PRESERVING, INC.**

By:   
Its President

(ASSIGNEE)

STATE OF Georgia  
COUNTY OF Spalding

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Goydan, PRESIDENT 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 June, 2004.

Lera Mathis  
Notary Public **Notary Public, Spalding County, Georgia**  
My commission expires My Commission Expires Sept. 4, 2007

STATE OF Alabama  
COUNTY OF Houston

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 July, 2004.

Natalie A. Cook  
Notary Public  
My commission expires: \_\_\_\_\_

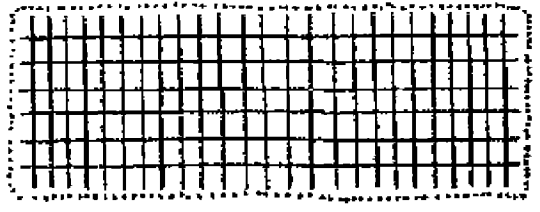
Notary Public, Alabama State At Large  
My Commission Expires Feb. 20, 2008

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

<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR).
<b>Live/Dead Indicator</b>	LIVE



**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.