

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
Celotex Corporation		11/07/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BPB Acquisition, Inc.
Street Address:	5301 West Cypress Street
Internal Address:	Suite 300
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	984290	CELOTEX
Registration Number:	408163	CELOTEX

CORRESPONDENCE DATA	
Fax Number:	(312)427-6663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 427-1300
Email:	CHIUSTM@LADAS.NET
Correspondent Name:	Ladas & Parry
Address Line 1:	224 South Michigan Avenue
Address Line 2:	Suite 1200
Address Line 4:	Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	John E. McKie
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Total Attachments: 11
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is entered into as of this 7th day of November, 2001, by and between CELOTEX CORPORATION, a Delaware corporation (hereinafter "Assignor" and "Licensee") and BPB ACQUISITION, INC., a Delaware corporation (hereinafter "Assignee" and "Licensor").

RECITALS

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to the trademarks and service marks related to the Celotex name and any and all signs, symbols or logotypes suggestive thereof, subject only to certain license agreements between Assignor and its licensees (hereinafter the "Celotex Names and Licensed Marks"); and

WHEREAS, Assignor and Assignee entered into a Trademark License and Agreement to Assign dated July 26, 2000 ("TLAA") providing for the license of the Celotex Names and Licensed Marks (as defined therein) from Assignor to Assignee under the terms and conditions of the TLAA;

WHEREAS, the TLAA provides certain terms and conditions for the assignment of the Celotex Names and Licensed Marks from Assignor to Assignee; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entirety of Assignor's right, title and interest in and to the Celotex Names and Licensed Marks, subject to certain license agreements; and

WHEREAS, Assignee is willing to grant a license back to Assignor, and Assignor wishes to receive a license back from Assignee, to use the Celotex Names and Licensed Marks, under the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT

1. Assignment and Consideration. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in and to the Celotex Names and Licensed Marks and the goodwill of the business symbolized thereby, including but not limited to the names and marks set forth on Exhibit A hereto, subject to the existing licensing arrangements of the Celotex Names and Licensed Marks between Assignor and its licensees and the rights and obligations thereunder, including but not limited to those licenses set forth on Exhibit B hereto. Without limiting the foregoing, Assignee specifically assumes the duties and obligations of Assignor under the licenses set forth on Exhibit B hereto and Assignee agrees to be bound thereby.

2. Cooperation. Assignor shall, without further consideration, comply with a

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reasonable request by Assignee, at Assignee's expense, to execute any additional documents and take any further action necessary to protect, secure and vest good, valid and marketable title to the Celotex Names, License Marks or the Number in Assignee.

3. Termination. In connection with this assignment and license back of the Celotex Names and Licensed Marks, the TLAA shall be deemed terminated by both parties, provided however, Section 13 of the TLAA shall survive. The parties acknowledge that the preceding sentence supercedes the survival provision in Section 17.8 of the TLAA and no other sections of the TLAA shall survive. To the extent the surviving section of the TLAA, as described in this Section 3 hereof, and this Agreement are not consistent with one another, the terms and conditions under this Agreement shall control and the TLAA shall have no effect on the validity or enforceability of the rights, obligations, remedies, or other provisions of this Agreement.

LICENSE GRANT

4. License Back to Licensees. As additional consideration for the assignment of the Celotex Names and Licensed Marks herein, Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, perpetual, royalty-free, right and license to use the Celotex Names or Licensed Marks; provided however, Licensee shall not use the Celotex Names or Licensed Marks in connection with the manufacture, marketing, distribution or sale of building products after the date hereof. Licensee shall have the right to sublicense the Celotex Names and Licensed Marks to its affiliates, including without limitation its parent, subsidiaries and affiliates; provided, Licensee shall be responsible for ensuring that its sublicensees' use of the Celotex Names and Licensed Marks satisfy all the requirements of this Agreement. Without limiting the foregoing, Licensee and its sublicensees shall be permitted to use the Celotex Names and Licensed Marks as part of a corporate name, including specifically as part of the name Celotex Corporation, and in connection with Licensee's reasonable and legitimate business activities in the business affairs of Licensee, including without limitation those activities relating to the manufacture, marketing, distribution or sale of building products by Assignor prior to the date hereof.

5. Ownership. Licensee agrees that Licensor is the owner of the Celotex Names and Licensed Marks. Licensee agrees that it has no (and will not assert any) right, title, interest or claim thereto except for the licensed rights set forth in this Agreement and that Licensee will not use or develop any name similar to or that could be confused with the Celotex Names or Licensed Marks. Licensee agrees that its use of the Celotex Names and Licensed Marks inures solely to the benefit of Licensor.

6. Quality Control. Licensee shall use the Celotex Names and Licensed Marks in accordance with the standards of quality in use by Assignor in commerce prior to the date of this Agreement, or, where no such standards exist, in accordance with a level of quality comparable to generally accepted quality standards for similar uses by other competitive marks.

7. Infringement. Licensee shall promptly advise Licensor of any person claiming an interest in the Celotex Names or Licensed Marks or using the Celotex Names or Licensed Marks or a name confusingly similar thereto. Any action to defend or protect the Celotex Names and

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Licensed Marks shall be the responsibility of Licensor, in its sole and absolute decision, and at its expense. Licensee shall fully cooperate (at Licensor's expense) in any such action which Licensor decides to take, but it is understood and agreed that Licensor is under no obligation whatsoever to institute suit or take any other action with regard to such infringements.

8. Indemnification. Licensor and Licensee each agree to indemnify and hold the other harmless from and against any and all claims, demands, costs, liabilities, all reasonable attorneys' fees and expenses of any kind arising out of its own respective use of the Celotex Names and/or Licensed Marks.

9. Termination. If Licensee substantially fails to perform any of its obligations required to be performed under this Agreement after written notice to so perform has been given by Licensor, and if any such failure to perform continues for sixty (60) days after receipt by that Licensee of such written notice from Licensor, Licensor shall have the right to declare that Licensee in breach of this Agreement and to terminate the license and Licensee's rights thereunder by written notice to Licensee of such termination at any time after the expiration of such sixty (60) day period. However, if, at the expiration of such sixty (60) day period, Licensee is diligently attempting to remedy the breach but cannot do so within the original sixty (60) day period, Licensee shall have additional time in which to remedy such breach.

MISCELLANEOUS

10. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by telecopier (with written confirmation of receipt) or sent by certified registered or express mail, postage pre-paid and shall be given when so delivered personally, telecopied or, if mailed, two business days after the date of mailing, as follows:

If to Assignor/Licensee to:

Celotex Corporation
10301 9th Street North
St. Petersburg, Florida 33716
Attention: George N. Wood, Esq.
Facsimile No.: 727-563-5218

with a copy to:

Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
Attention: Gail T. King, Esq.
Facsimile No.: 513-579-6457

If to Assignee/Licensor to:

BPB Acquisition, Inc.
5301 West Cypress Street, Suite 300
Tampa, Florida 33607
Attention: D. Lawrence Rayburn, Esq.
Facsimile No.: 813-286-3993

11. Entire Agreement. Neither this Agreement nor any provision hereof or any right or obligation arising hereunder may be amended, altered, modified, or waived, in whole or in part, except by means of a written instrument that specifically states that it constitutes an amendment, alteration, modification, or waiver and that is executed by both the Licensor and the Licensee. No waiver by any party of any provision of this Agreement, or of any breach or default thereof, shall constitute a continuing waiver of such provision or of any other provision of this Agreement.
12. Severability. If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.
13. Choice of Law and Jurisdiction. This Agreement, the legal relations between the parties, and the adjudication and the enforcement thereof shall be governed by and interpreted and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
15. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts each which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
16. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
17. Amendment and Modification; Waiver. This Agreement may be amended only by a written agreement signed by the parties hereto. No waiver of either party's rights or obligations under this Agreement shall be construed from failure of either party to take action enforcing such rights or obligations in any particular instance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CELOTEX CORPORATION
(Assignor/Licensee)

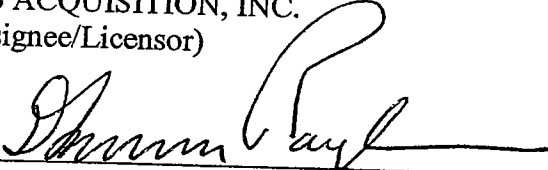
By: 

Name: George N. Wood

Title: Senior Vice President

Date: November 7, 2001

BPB ACQUISITION, INC.
(Assignee/Licensor)

By: 

Name: D. Lawrence Rayburn

Title: Secretary

Date: November 7, 2001

EXHIBIT A

Celotex Names and Licensed Marks

CELOTEX and CELOTEX METALS

MARK	PRODUCT GROUP	COUNTRY	DOCKET Number	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	RENEWAL
CELOTEX (logo)	Corporate	Argentina	B 613	1,967,077	03/21/95			04/02/06
CELOTEX (logo)	Corporate	Argentina	B 613	1,967,078	03/21/95			04/02/06
CELOTEX in plain block letters	Corporate	Australia	B 1218			A 36,862	08/21/23	08/21/07
CELOTEX (logo)	Corporate	Bahamas	B 613			17101	06/03/95	
CELOTEX (logo)	Corporate	Bahamas	B 613			17102	06/03/95	
CELOTEX (logo)	Corporate	Bahrain	B 613	609/95	05/28/95			
CELOTEX (logo)	Corporate	Bahrain	B 613	610/95	05/28/95			
CELOTEX in plain block letters	Corporate	Benelux	B 1218			56685	08/17/71	08/17/04
CELOTEX (logo)	Corporate	Bermuda	B 613	26722	02/22/95			02/22/02
CELOTEX (logo)	Corporate	Bermuda	B 613	26723	02/22/95			02/22/02
CELOTEX (logo)	Corporate	Bolivia	B 613	5558	05/03/95	63959-C	05/23/97	05/23/07
CELOTEX (logo)	Corporate	Bolivia	B 613	5557	05/03/95	63958-C	05/23/97	05/23/07
CELOTEX	Corporate	Bosnia-Herzegovina	IP-2339/99-04 ZF			BAZR96402	06/28/99	10/23/04
CELOTEX (logo)	Corporate	Brazil	B 613			B17492283	08/12/97	08/12/07
CELOTEX (logo)	Corporate	Bulgaria	B 613	30088	03/02/95			03/02/05
CELOTEX (logo)	Corporate	Canada	B 613	383,294	02/25/75			02/20/06
CELOTEX	Corporate	Canada	B 613			212,255	02/20/76	02/20/06
CELOTEX (logo)	Corporate	Chile	B 613	7052	05/23/74	TMDA 36183	09/12/24	09/01/02
CELOTEX (logo)	Corporate	China	B 613	94069636	07/18/94	289,975	10/08/74	10/07/94
CELOTEX (logo)	Corporate	China	B 613	94043294	07/18/94	865412		03/06/06
CELOTEX (in Chinese)	Corporate	China	B 613	PENDING		820958		08/20/06
CELOTEX (logo)	Corporate	Colombia	B 613	95/020.106	05/12/95			
CELOTEX (logo)	Corporate	Colombia	B 613	95/020.105	05/12/95	180730	10/20/95	10/20/05
CELOTEX (logo)	Corporate	Costa Rica	B 613	08/07/95		180729	10/20/95	10/20/05
CELOTEX	Corporate	Costa Rica	B 613			99,437	01/30/97	01/30/07
CELOTEX (logo)	Corporate	Croatia	B 613			99,436	01/30/97	01/30/07
CELOTEX (logo)	Corporate	Cyprus	B 613	42245	03/14/95	3970	10/23/24	09/23/00
CELOTEX (logo)	Corporate	Cyprus	B 613	42246	03/14/95		03/24/98	
CELOTEX	Corporate	Czechoslovakia	B 613				03/24/98	
CELOTEX	Corporate	Denmark	B 613			95108	09/18/24	09/18/94
CELOTEX in plain block letters	Corporate	Dominican Rep	B 1218	72796	10/28/64	993/1924	10/11/24	10/11/04
CELOTEX in plain block letters	Corporate	Dominican Rep	B 1218	1533	10/07/84	13872	11/23/84	11/23/04
CELOTEX (logo)	Corporate	Ecuador	B 613					10/06/04
CELOTEX (logo)	Corporate	Ecuador	B 613			54307	02/13/95	10/24/06
CELOTEX (logo)	Corporate	Egypt	B 613			54310	02/13/95	10/24/06
CELOTEX (logo)	Corporate	Egypt	B 613			96371	03/07/95	
CELOTEX (logo)	Corporate	El Salvador	B 613			96372	03/07/95	
CELOTEX in plain block letters	Corporate	France	B 613	E-2332/95	05/24/95	2332/95	12/03/97	01/23/08
CELOTEX in plain block letters	Corporate	Greece	B 1218			1,095,603	04/26/99	03/05/09
CELOTEX (logo)	Corporate	Guatemala	B 613	32504	11/05/64	32504	11/05/64	11/05/04
CELOTEX (logo)	Corporate	Guatemala	B 613	4404/95	06/26/95	31411/239/174		10/21/06
CELOTEX (logo)	Corporate	Guatemala	B 613	3477/95	05/22/95			
CELOTEX (logo)	Corporate	Honduras	B 613	27,676	06/12/95			
CELOTEX (logo)	Corporate	Honduras	B 613			63,587	11/07/95	11/07/05
CELOTEX (logo)	Corporate	Hong Kong	B 613	09866/93	09/20/93	63,588	11/07/95	11/07/05
CELOTEX (logo)	Corporate	Hungary	B 613	M94 03840	10/24/94	6393/1995	09/20/93	09/20/00
CELOTEX (logo)	Corporate	Iceland	B 613	183/1995	02/08/95	146 486		10/24/04
CELOTEX in plain block letters	Corporate	India	B 1218			726/1995	07/27/95	07/27/05
CELOTEX (logo)	Corporate	Indonesia	B 613	12235	07/13/95	140	06/01/42	06/01/99
CELOTEX (logo)	Corporate	Indonesia	B 613	12236	07/13/95	372634	10/19/96	07/13/05
CELOTEX (logo)	Corporate	Israel	B 613			372767	10/31/96	07/13/05
CELOTEX	Corporate	Italy	B 613					
CELOTEX (logo)	Corporate	Japan	B 613	6124/1974	05/08/74	460,969	08/19/84	08/19/04
						1,882,897	08/28/86	08/28/06

CELOTEX and CELOTEX METALS

MARK	PRODUCT GROUP	COUNTRY	DOCKET Number	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	RENEWAL
CELOTEX (logo)	Corporate	Jordan	B 613	38430	06/26/95	5893	06/26/95	06/24/02
CELOTEX (logo)	Corporate	Jordan	B 613	38437		6631	06/26/95	06/24/02
CELOTEX (logo)	Corporate	Korea	B 613	84-15338	10/11/84	119,908	11/19/85	11/19/95
CELOTEX (logo)	Corporate	Lebanon	B 613	753/376021	08/19/95			
CELOTEX	Corporate	Liberia						
CELOTEX (logo)	Corporate	Macedonia	B 613			291079/13	10/29/79	10/29/09
CELOTEX (logo)	Corporate	Malaysia	B 613	MA/1754/95	02/28/95	95/01754	07/07/97	02/28/02
CELOTEX (Stylized form & logo)	Corporate	Malaysia	B 613	MA/1755/95	02/28/95			
CELOTEX (Stylized form & logo)	Corporate	Mexico	B 613	161632		439991	02/25/93	02/25/03
CELOTEX (logo)	Corporate	Mexico	B 613	161633		43992	02/25/93	02/25/03
CELOTEX (logo)	Corporate	Nether Antilles	B 613	127/84		13508	12/07/84	02/07/14
CELOTEX (logo)	Corporate	Nicaragua	B 613	TP.23619	03/30/95	13,676RPI	01/10/82	01/09/02
CELOTEX (logo)	Corporate	Nigeria	B 613	TP.23618	03/30/95			
CELOTEX (logo)	Corporate	Nigeria	B 613					
CELOTEX (logo)	Corporate	Norway	B 613			11794	11/18/24	09/16/04
CELOTEX (logo)	Corporate	Oman	B 613	11670	05/31/95			
CELOTEX (logo)	Corporate	Oman	B 613	11671	05/31/95			
CELOTEX (logo)	Corporate	Pakistan	B 613	129,871	04/25/95			
CELOTEX (logo)	Corporate	Pakistan	B 613	129,872	04/25/95			
CELOTEX	Corporate	Panama		6/20/68				
CELOTEX (logo)	Corporate	Peru	B 613	288,722	06/11/95	15413	11/15/71	11/15/01
CELOTEX (logo)	Corporate	Peru	B 613	288,723	06/20/95	18152	08/07/95	08/07/05
CELOTEX (logo)	Corporate	Philippines	B 613	102050	08/15/95	18312		
CELOTEX (logo)	Corporate	Philippines	B 613	105051	08/15/95			
CELOTEX in plain block letters	Corporate	Poland	B 613	Z-150-651	08/28/95	112 229	08/03/99	
CELOTEX (logo)	Corporate	Puerto Rico	B 1218		10/12/64	13361	06/01/65	06/01/05
CELOTEX (logo)	Corporate	Qatar	B 613	13126	03/29/95			
CELOTEX (logo)	Corporate	Qatar	B 613	13127	03/29/95			
CELOTEX (logo)	Corporate	Russia	B 613	95702231	03/01/95	142,192	05/17/96	03/01/05
CELOTEX (in Russian)	Corporate	Russia		PENDING				
CELOTEX - Build On Our Knowledge	Corporate	Russia		PENDING				
CELOTEX	Corporate	Saudi Arabia						
CELOTEX (logo)	Corporate	Singapore	B 613	7579/93	09/27/93	37/93	11/02/69	10/07/03
CELOTEX	Corporate	Slovenia				A7579/93	09/27/93	09/27/03
CELOTEX (logo)	Corporate	South Africa	B 613	95/1895	02/14/95	95108	09/18/04	09/18/04
CELOTEX (logo)	Corporate	South Africa	B 613	95/1896	02/14/95		09/10/97	02/14/05
CELOTEX Insulating Lumber	Corporate	Spain					02/10/98	02/14/05
CELOTEX	Corporate	Sweden				55974	04/05/25	05/03/05
CELOTEX	Corporate	Switzerland				28962	09/23/24	09/22/04
CELOTEX (logo)	Corporate	Taiwan	B 613	84011186	10/16/95	334,709	08/12/84	08/12/04
CELOTEX (logo)	Corporate	Taiwan	B 613	84011187	10/16/95	704513	01/16/96	01/15/06
CELOTEX (logo)	Corporate	Thailand	B 613	283,893	04/05/95	704591	01/16/96	01/15/06
CELOTEX (logo)	Corporate	Thailand	B 613	283,894	04/05/95	42256		
CELOTEX	Corporate	Trinidad & Tobago				43617		
CELOTEX (logo)	Corporate	Turkey	B 613	3490/95	04/14/95	52/1924	10/02/24	10/01/08
CELOTEX Design Logo with Words	Corporate	U.S.A.	B 1343 (c)	75/776157	08/16/99	160642		04/14/05
CELOTEX Design Logo with Words	Corporate	U.S.A.	B 1343 (d)	75/776155	08/16/99			
CELOTEX Design Logo with Color & Words	Corporate	U.S.A.	B 1343 (a)	75/776175	08/16/99			
CELOTEX TECH Design Logo with Color & Words	Corporate	U.S.A.	B 1343 (b)	75/776176	08/16/99			
CELOTEX TECH Design Logo w/ Color & Words	Corporate	U.S.A.	B 1344 (a)	75/776156	08/16/99			
CELOTEX TECH Design Logo w/ Color & Words	Corporate	U.S.A.	B 1344 (b)	75/776153	08/16/99			
CELOTEX Tech Design Logo with Words	Corporate	U.S.A.	B 1344 (c)	75/776154	08/16/99			

EXHIBIT A

CELOTEX and CELOTEX METALS

MARK	PRODUCT GROUP	COUNTRY	DOCKET Number	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	RENEWAL
CELOTEX Tech Design Logo with Words	Corporate	U.S.A.	B 1344 (d)	75/776151	08/16/99			
CELOTEX Build On Our Knowledge Design Logo w. Words	Corporate	U.S.A.	B 1345 (a)	75/776152	08/18/99			
CELOTEX Build On Our Knowledge Design Logo w. Words	Corporate	U.S.A.	B 1345 (b)	75/776150	08/18/99			
CELOTEX Build On Our Knowledge Design Logo w. Words	Corporate	U.S.A.	B 1345 (c)	75/776127	08/16/99			
CELOTEX	Corporate	U.S.A.	B 254	449,669	12/22/41	401,741	06/08/43	06/08/03
CELOTEX	Corporate	U.S.A.	B 258	450,443	01/24/42	395,899	06/16/42	06/16/02
CELOTEX	Corporate	U.S.A.	B 269	168,585	08/22/22	167,870	05/08/23	05/08/03
CELOTEX	Corporate	U.S.A.	B 288	459,983	04/19/43	408,163	07/25/44	07/25/04
CELOTEX	Corporate	U.S.A.	B 341	544,522	09/16/47	528,607	08/08/50	08/08/00
CELOTEX	Corporate	U.S.A.	B 342	555,902	09/12/47	556,165	03/18/52	03/18/12
CELOTEX (logo)	Corporate	U.S.A.	B 343	537,560	10/11/47	517,361	11/08/49	11/08/99
CELOTEX (logo)	Corporate	U.S.A.	B 613	445,693	01/11/73	984,290	05/21/74	05/21/04
CELOTEX (logo)	Corporate	U.S.A.	B 613	445,693	01/11/73	984,290	05/21/74	05/21/04
CELOTEX (logo)	Corporate	U.S.A.	B 613A	109,899	12/17/76	1,142,164	12/09/80	12/09/00
CELOTEX (logo)	Corporate	United Arab Emirates	B 613	11556	07/15/95	12570		07/15/05
CELOTEX (logo)	Corporate	United Arab Emirates	B 613	11557	07/15/95	12571	10/19/97	07/15/05
CELOTEX (logo)	Corporate	Venezuela	B 613	5370-95	04/20/95			
CELOTEX (logo)	Corporate	Venezuela	B 613	5371-95	04/20/95			
CELOTEX in plain block letters	Corporate	West Germany	B 1218			835023		10/13/04
CELOTEX	Corporate	Yugoslavian						10/23/04
CELOTEX METALS**								
CELOTEX METALS (LOGO)**	Celotex Metals							

** Unregistered Marks

EXHIBIT B

Existing Licenses

License Agreement dated August 18, 2000 between Celotex Corporation and CertainTeed Corporation

License Agreement dated June 1, 2001 between Celotex Corporation, Knight Industries, LLC and Knight-Celotex, LLC

License pursuant to Section 6.17 of the Asset Purchase Agreement dated July 23, 2001 between Celotex Corporation and The Dow Chemical Company

License for the trademark "Celotex" pursuant to the Agreement for Sale and Purchase of the whole of the issued share capital of Celotex Limited dated February 2, 1988 between Celotex Corporation and Shelfco (No. 141) Limited

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CELOTEX CORPORATION
(Assignor/Licensee)

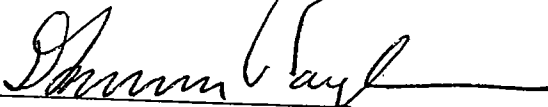
By: 

Name: George N. Wood

Title: Senior Vice President

Date: November 7, 2001

BPB ACQUISITION, INC.
(Assignee/Licensor)

By: 

Name: D. LAWRENCE Rayburn

Title: Secretary

Date: November 7, 2001