

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeld-Wen, Inc.		08/02/2004	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Frank Paxton Lumber Company LLC
Street Address:	23925 Commerce Park
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2350002	
Registration Number:	695881	PAXBOND
Registration Number:	2397329	PAXTON
Registration Number:	2341141	PAXTON
Registration Number:	2177492	PAXTON THE WOOD SOURCE
Registration Number:	1075019	PAXTON BEAUTIFUL WOODS

CORRESPONDENCE DATA

Fax Number: (216)623-4912  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 216-479-6419  
 Email: mtucci@kahnkleinman.com  
 Correspondent Name: Michael Tucci  
 Address Line 1: 1301 E. Ninth Street  
 Address Line 2: 2600 Erieview Tower  
 Address Line 4: Cleveland, OHIO 44114-1824

ATTORNEY DOCKET NUMBER:	PAXTON
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OP \$165.00 2350002

NAME OF SUBMITTER:

Frank Paxton Lumber Company LLC

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY  
[Paxton North]

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of the 2<sup>nd</sup> day of August, 2004 ("Effective Date"), by and between JELD-WEN, inc., an Oregon corporation ("Assignor") and FRANK PAXTON LUMBER COMPANY LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its rights, titles and interests in and to all the trademarks, trade names, service marks, copyrights and domain names comprising the Intellectual Property (as that term is defined in the Purchase Agreement) and including that intangible property identified on Exhibit A attached hereto; and

WHEREAS, the Assignor and the Assignee desire to execute this Assignment to further evidence the transfer of the Intellectual Property by the Assignor to the Assignee.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby convey, assign and set over to the Assignee, its respective successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the Intellectual Property, along with all goodwill associated therewith, for the United States and all foreign countries, including, without limitation, any and all renewals and extensions of such Intellectual Property that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, together with all income, royalties or payments due or payable after Effective Date, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for, Assignee's own use and enjoyment.
2. The Assignee hereby accepts the foregoing assignment of the Intellectual Property and hereby assumes all duties and obligations under the same arising from and after the Effective Date.
3. This Assignment is subject to and does not expand all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of any conflict between this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. Assignee authorizes and requests the United States Registrar of Copyrights and the United States Patent and Trademark Office to record Assignee as the assignee and exclusive owner of the Intellectual Property.

5. Assignor shall provide Assignee with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewals of the Intellectual Property; (2) in the prosecution or defense of any copyright office and/or patent and trademark office proceedings, infringement, or other proceedings that may arise in connection with any Intellectual Property, including, without limitation, to testify as to any facts relating to the Intellectual Property and/or this Assignment; (3) in obtaining any additional protection that Assignee may reasonably deem appropriate, which may be served under the laws or are hereafter in effect in the United States or any other country; and (4) in the implementation and perfection of this Assignment in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and delivery of this Assignment as of the Effective Date.

ASSIGNOR: JELD-WELD, inc.



By: *Jarrod Davis*  
Printed Name: Jarrod Davis  
Title: Manager of Corp. Dev.

ASSIGNEE: FRANK PAXTON LUMBER  
COMPANY LLC

By: *Albert A Garcea Sr*  
Printed Name: ALBERT A. GARCEA  
Title: Sr C/TX04

**Exhibit A**  
**Assigned Intellectual Property**

**Trademarks**

Country	Trademark Name	Owner	Value	Registration Date	Status	Class	Description
United States	Miscellaneous Design 	JELD-WEN, inc.	2,350,002	16-May-00	Registered	35	Wholesale Distributorship services in the field of hardware and building materials
United States	PAXBOND	JELD-WEN, inc.	695,881	12-Apr-60	Renewed	1	Glue
United States	PAXTON	JELD-WEN, inc.	2,397,329	24-Oct-00	Registered	19 35	Lumber, plywood, and wood millwork, namely moldings, columns, stair parts, posts, spindles, dowels, doors, windows and patio doors and parts therefor;  Retail store and wholesale distributorship services in the field of hardware and building materials
United States	PAXTON & Design 	JELD-WEN, inc.	2,341,141	11-Apr-00	Registered	35	Retail store services in the field of building materials and hardware therefor
United States	PAXTON THE WOOD SOURCE	JELD-WEN, inc.	2,177,492	28-Jul-98	Registered	35	Wholesale distributorship services in the field of hardware and building materials
United States	PAXTON WOODCRAFTERS' STORE	JELD-WEN, inc.			Dead		
United States	PAXTON BEAUTIFUL WOODS	JELD-WEN, inc. (as successor to Frank Paxton Company)	1,075,019		Dead		

### Copyrights

Country	Copyright Title	Claimant	Registration Number	Registration Date	Status	Effective Date	Page Count
United States	Paxton Beautiful Woods Paneling	Frank Paxton Lumber Company	TX-651-293	16-Mar-81	Registered	12-Mar-81	18 pages
United States	Woodworking Guidelines: Safety, Maintenance, Quality	Frank Paxton Lumber Company	TX-754-187	24-Aug-81	Registered	6-Aug-81	22 pages
United States	How to Specify and Buy Industrial Arts Lumber and Plywood	Frank Paxton Lumber Company	TX-762-249	8-Sep-81	Registered	20-Aug-81	20 pages
United States	Paxton, America's Largest Hardwood Distributors : School Wholesale Catalog	Frank Paxton Lumber Company	TX-937-022	5-May-82	Registered	16-Mar-82	New matter: "additional text, ill., and editing"
United States	Increase Your Sales : V. I / John L. Paxton	Frank Paxton Company	TX-1-287-319	21-Feb-84	Registered	15-Feb-84	20 pages
United States	Increase Your Sales : V. II	Frank Paxton Company	TX-1-319-757	6-Apr-84	Registered	2-Apr-84	
United States	How To Specify And Buy Industrial Arts Lumber And Plywood	Frank Paxton Lumber Company	TX-2-213-134	10-Dec-87	Registered	2-May-86	20 pages

### Domain Names

- 1) [www.paxtonwood.com](http://www.paxtonwood.com)
- 2) [www.paxton-woodcrafters.com](http://www.paxton-woodcrafters.com)
- 3) [www.paxton-woodsource.com](http://www.paxton-woodsource.com)
- 4) [www.paxtonbeautifulwoods.com](http://www.paxtonbeautifulwoods.com)