

3/26/04

03-30-2004



Attorney Docket No. TAMK.110981

FORM PTO-1594

U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

102707948

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Standard Plywoods, Inc.

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation—State of South Carolina
 - Other:
- Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):

Name: Epoch Composite Products, Inc.
 Street Address: 223 S Highway Kk
 City: Lamar State: Missouri

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation—State of Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2004 MAR 26 AM 10:29
FINANCE SECTION

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: March 17, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,534,455

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William B. Kircher
 Internal Address: Shook, Hardy & Bacon L.L.P.
 Street Address: 2555 Grand Boulevard
 City: Kansas City
 State: Missouri
 Zip: 64108-2613

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 19-2112

(Attach duplicate copy of this page if paying by deposit account)

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.

William B. Kircher

Name of person signing

W B Kircher
Signature

3/23/2004
Date

03/29/2004 DBYRNE 00000121 2534455

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521

40. Mail Documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is entered into and made effective as of March 17, 2004, by and between Standard Plywoods, Inc., a South Carolina corporation ("Standard"), and Epoch Composite Products, Inc., a Delaware corporation ("Epoch").

WHEREAS, Standard is the sole owner of the proprietary rights in and to the trademark ELEMENTS for use in association with wood flooring (the "Mark") and the registration of the same in the United States Patent and Trademark Office ("U.S.P.T.O.") under Registration Number 2,534,455, and has the exclusive right to license others to use the Mark;

WHEREAS, Standard is using the Mark in its business;

WHEREAS, Epoch desires to acquire, and Standard has agreed to convey the Mark and registration in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Subject to and upon the terms and conditions of this Agreement, Standard hereby irrevocably grants, conveys, assigns, transfers and sets over to Epoch and its successors and assigns, all Standard's right, title and interest in and to the Mark and registrations associated therewith, and all goodwill associated with or appurtenant to the Mark, together with all claims for damages by reason of past, present and future infringement, with the right to sue for and collect the same for Epoch's own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Standard if this assignment had not been made. Standard shall retain no right or interest in and to the Mark, except as provided for by Epoch in a written agreement executed subsequent to this assignment.

2. Payment. In consideration of the provisions of Section 1 and Standard's representations herein, Epoch shall pay to Standard a one-time fee of Twenty Thousand dollars (U.S. \$20,000.00) due within 30 days of the effective date of this Agreement.

3. Representations of Standard. Standard represents and warrants to Epoch that (i) Standard is a corporation duly organized, validly existing, and in good standing under the laws of South Carolina; (ii) Standard is the owner of the Mark and has the right to transfer the ownership of the same to Epoch; (iii) the registration of the Mark with the U.S.P.T.O. is valid, and Standard has continuously used the Mark since the date of first use in commerce listed in the registration of the Mark and has not abandoned the same; (iv) all corporate action has been taken which is necessary to authorize Standard's execution and delivery of this Agreement and the performance of Standard's obligations set forth in this Agreement, and this Agreement is the valid and binding obligation of Standard and is enforceable in accordance with its terms; (v) Standard has full power and authority to enter into this Agreement and to perform Standard's obligations set forth in this Agreement; and (vi) no claims of ownership to the Mark have been asserted by any person

not a party to this Assignment other than by predecessors in interests of Standard and said predecessors have never asserted an ownership claim versus Standard respecting said mark.

4. Representations of Epoch. Epoch represents and warrants to Standard that (i) Epoch is a corporation duly organized, validly existing, and in good standing under the laws of Delaware; (ii) all corporate action has been taken which is necessary to authorize Epoch's execution and delivery of this Agreement and the performance of Epoch's obligations set forth in this Agreement, and this Agreement is the valid and binding obligation of Epoch and is enforceable in accordance with its terms; and (iii) Epoch has full power and authority to enter into this Agreement and to perform Epoch's obligations set forth in this Agreement.

5. Governing Law. The laws of the State of Missouri shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

6. Consent to Jurisdiction. The parties submit to the jurisdiction of all state and federal courts sitting in the State of Missouri, and all actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a state or federal court in Missouri.

7. Severability. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions originally contemplated by this Agreement to the greatest extent possible.

8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in proving this Agreement it shall only be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

10. Amendments and Modifications. This Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.


12. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition

or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal on the day and year first above written.

WITNESS/ATTEST:

STANDARD PLYWOODS, INC.:

By: 
DON FINKELL, PRESIDENT

EPOCH COMPOSITE PRODUCTS, INC.:

By: 
Timothy R. Whelan, Executive Vice President

