

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Powerwall, Inc.		10/01/2004	CORPORATION: FLORIDA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sto Corp.
<b>Street Address:</b>	3800 Camp Creek Parkway
<b>Internal Address:</b>	Building 1400, Suite 120
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30331
<b>Entity Type:</b>	CORPORATION: NEW YORK

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78089455	POWERWALL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)515-6955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-326-0141
<b>Email:</b>	jsladkus@pryorcashman.com
<b>Correspondent Name:</b>	Jeffrey B. Sladkus
<b>Address Line 1:</b>	410 Park Avenue
<b>Address Line 2:</b>	Pryor Cashman Sherman & Flynn, LLP
<b>Address Line 4:</b>	New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Jeffrey B. Sladkus
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<b>Total Attachments: 2</b> source=TRDMRKASMT#page1.tif source=TRDMRKASMT#page2.tif
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OP \$40.00 78089455

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of Oct. 1st, 2004 is by and between POWERWALL, INC., a Florida corporation, ("Assignor") and STO CORP., a Georgia corporation ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the record owner of United States Trademark Application Serial No. 78/089,455 for the mark POWERWALL for "cementitious materials in the nature of stucco" (the "Mark");

**WHEREAS**, Assignor desires to assign to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business, and all common law rights, associated with the Mark;

**WHEREAS**, Assignee desires to acquire the Mark, together with the goodwill of the business, and all common law rights, associated with the Mark; and

**WHEREAS**, Assignor and Assignee desire to confirm the assignment of the Mark to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark, together with (a) the goodwill of the business symbolized by the Mark, (b) any and all common law rights, title and interest associated with the Mark and (c) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark.

2. **Assignor's Representations and Warranties.**

- (a) Assignor represents and warrants to Assignee that (i) Assignor has not previously transferred, assigned or otherwise encumbered the Mark and (ii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Mark, the goodwill of the business associated therewith, and the common law rights therein and thereto.
- (b) Assignor further represents and warrants to Assignee that, upon execution and delivery of this Assignment, Assignee will be vested with all right, title and interest in and to the Mark, free and clear of all liens, licenses or other encumbrances.

3. Further Assurances. At the request and expense of Assignee or its counsel, Assignor will make, execute and deliver such additional assignment documents, certificates and other confirmatory instruments as may be necessary to give full effect to this Assignment and to permit Assignee to be duly recorded as the legal and registered owner of the Mark and all of the rights hereby conveyed.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

**ASSIGNOR**

POWERWALL, INC

By: Ron Lambert

Name: Ron Lambert

Title: President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Before me, a Notary Public in and for the County and State aforesaid, on this 1st day of October 2004 personally appeared Ron Lambert, known to me to be the same person whose name is subscribed to the foregoing Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

K. C. Allen

(SEAL)



K. C. Allen  
My Commission DO079085  
Expires December 18, 2005

NOTARY PUBLIC

My Commission

Expires: 12/16/05