Electronic Version v1.1

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SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CertainTeed Corporation		10/31/2004	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Ludowici Roof Tile, Inc.	
Street Address:	4757 Tile Plant Road	
City:	New Lexington	
State/Country:	ОНЮ	
Postal Code:	43764	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2408294	CELADON

## CORRESPONDENCE DATA

Fax Number: (215)979-1020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-979-1267

Email: azgifford@duanemorris.com

Correspondent Name: **Duane Morris LLP** Address Line 1: One Liberty Place

Address Line 2: 36th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

ATTORNEY DOCKET NUMBER: D9147-03199

NAME OF SUBMITTER: Allison Z. Gifford

Total Attachments: 2

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> TRADEMARK REEL: 002968 FRAME: 0544

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# TRADEMARK ASSIGNMENT

This Assignment, dated Octoon 3, 2004, between CertainTeed Corporation, a Delaware corporation, with a principal place of business at 750 E. Swedesford Road, Valley Forge, Pennsylvania 19482 (the "Assignor"), and Ludowici Roof Tile, Inc., a Delaware corporation, with an address of 4757 Tile Plant Road, New Lexington, Ohio 43764 (the "Assignee"), transfers and assigns from Assignor to Assignee, all right, title, and interest in and to the mark and Federal registration related thereto described below:

<b>TRADEMARK</b>	REGISTRATION NO.	<b>GRANT DATE</b>
CELADON	2,408,294	November 28, 2000

and the goodwill of the business associated therewith (collectively, the "Mark").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Mark, free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such Mark, the registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Mark, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Mark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

TRADEMARK REEL: 002968 FRAME: 0545 In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

CertainTeed Corporation
Date: October 31 2004  By: Name: John R. Mesher  Title: Vice President
COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Chester:
I, Kathleen Rais a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 31 St day of 10 do 10 2004, appeared before me
Notary Public  NOTARIAL SEAL  KATHLEEN RAIS, NOTARY PUBLIC EAST WHITELAND TWP., CHESTER CO. MY COMMISSION EXPIRES APRIL 25, 2005

TRADEMARK REEL: 002968 FRAME: 0546

RECORDED: 11/03/2004