

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Santana Products, Inc.  
1300 Meylert Avenue  
Scranton, PA 18509

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Virginia

Execution Date(s) November 30, 2004

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Santana Acquisition Corp.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1300 Meylert Avenue

City: Scranton

State: PA

Country: U.S.A. Zip: 18509

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1785556; 1785556; 2037448; 1772990

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

POLY-MAR HD; POLY-MARBLE HD; POLYGRANITE HD; HINY HIDERS

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

Name: Jessica L. Rothstein

Internal Address: Goodwin Procter, LLP

Street Address: 599 Lexington Avenue

City: New York

State: NY Zip: 10022

Phone Number: 212.813.8800

Fax Number: 212.355.3333

Email Address: jrothstein@goodwinprocter.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 06-0923  
Authorized User Name Jessica Rothstein

**9. Signature:**

Jessica L. Rothstein

Name of Person Signing

December 3, 2004

Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 060923 1785556

## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 30, 2004, is made and entered in to by and between Santana Products, Inc. ("Seller"), a Virginia corporation and Santana Acquisition Corp., a Delaware corporation ("Buyer") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Contribution and Asset Purchase Agreement (defined below).

WHEREAS, Seller is the owner of the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Seller desires to assign to Buyer all of Seller's right, title and interest in and to the Trademarks.

NOW THEREFORE, for the consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon execution, Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. Further Assurances. Seller shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to assist Buyer to record and perfect the interest of Buyer in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules of such state.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its authorized officer.

**SANTANA PRODUCTS, INC.**

By: *Michael Lynch*  
Name: *Michael Lynch*  
Title: *Vice President*

**SANTANA ACQUISITION CORP.**

By: *John E. Ezzo*  
Name: *John E. Ezzo*  
Title: *Chief Executive Officer*

SCHEDULE A**Trademarks**Registrations:

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
U.S.A.	POLY-MAR HD	August 3, 1993	1,785,556
U.S.A.	POLY-MARBLE HD	July 13, 1993	1,781,445
U.S.A.	POLYGRANITE HD	February 11, 1997	2,037,448
U.S.A.	HINY HIDERS	May 25, 1993	1,772,990