

REI

07-19-2004

Docket No.:

032482-00033

TI



102793879

Tab settings

7/15/04

To the Director of the United States Patent and Ti

original documents or copy thereof.

1. Name of conveying party(ies):

Osmose, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: June 28, 2004

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

Name: Great Southern Wood Preserving, Inc.

Internal Address:

Street Address: U.S. Highway 431 North

City: Abbeville State: AL ZIP: 36310

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,905,643

Additional numbers Yes No

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

Name: Timothy A. Bush, Esq.

Internal Address: c/o Sirote & Permutt, P.C.

Street Address: 2311 Highland Avenue South

07/16/2004 ECDOPER 00000020 501346 1905643

01 FC:0521 40.00 DA

City: Birmingham State: AL ZIP: 35205

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 number:

501346

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.

Timothy A. Bush, Esq.

Name of Person Signing

Signature

07/12/04

Date

Total number of pages including cover sheet, attachments, and

9

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services

Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003011 FRAME: 0243

OFFICE OF TOSL/C RECORDATION
JUL 15 AM 8:31
FINANCE SECTION

ASSIGNMENT OF TRADEMARK AND TRADE DRESS

THIS ASSIGNMENT is effective the 28 day of June, 2004, by and between **Osmose, Inc.**, a New York corporation (hereinafter "Assignor") and **Great Southern Wood Preserving, Inc.**, an Alabama corporation (hereinafter "Assignee"), on the terms and conditions set forth below.

In consideration of the payment by the Assignee to the Assignor of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest (both common law, statutory, and otherwise) in and to (a) the trademark listed on Exhibit "A" (the "Tag Mark"), attached hereto and incorporated herein by reference, (b) the registration of the Tag Mark in the U.S. Patent and Trademark Office (Registration Number 1,905,643) as more fully described on Exhibit "B" attached hereto, (c) the trademarks and trade dress listed on Exhibit "C" attached hereto (such trademarks and trade dress being the "Additional Marks"), and (d) the goodwill of the business presently operated by Assignor symbolized by the Tag Mark and the Additional Marks.

The assignment made herein shall be a nationwide assignment, and shall be limited to the United States of America and its possessions and territories.

Except as provided herein, and except to the extent Assignee may already have an interest in the Tag Mark, Assignor warrants, covenants and agrees that it has used the Tag Mark for many years and that Assignor is the lawful owner of the full, complete, absolute, and marketable right, title, and interest in the Tag Mark, that it has not assigned any rights in the Tag Mark to any other party, that the Tag Mark is free and clear from all encumbrances, liens, conditional sales contracts, security interests, or charges and, to Assignor's best knowledge, is free from any and all claims of any persons, firms or corporations whatsoever.

Assignor represents and warrants to Assignee that it has full right, power, and authority to make this assignment to Assignee in the manner set forth above. Assignor shall warrant and defend unto Assignee, its successors and assigns, the warranties and covenants set forth herein.

The assignment by Assignor to Assignee of the Tag Mark and the Additional Marks includes an assignment to Assignee of any and all rights Assignor has to sue on its behalf for any losses, damages, liabilities, costs or expenses relating to infringements by third parties on the Tag Mark or the Additional Marks occurring prior to the date hereof. Assignor does hereby covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said Tag Mark and any interests of Assignor in the Additional Marks, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

Assignor agrees to indemnify and hold Assignee harmless from and against, and to reimburse Assignee with respect to, any and all losses, damages, liabilities, costs, expenses and deficiencies, including interest, penalties and attorney's fees incurred by Assignee by reason of

or arising out of or in connection with or resulting from any inaccuracy in or breach of any of the representations, warranties or covenants made by Assignor in this Assignment.

All warranties, representations, covenants, and agreements of Assignor herein shall survive the execution and performance of this Agreement.

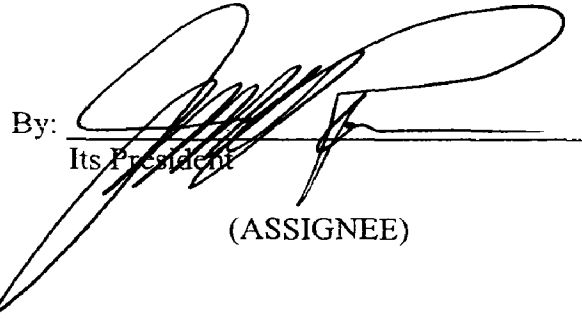
IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument on this the 28 day of June, 2004.

OSMOSE, INC.

By 
Its President

(ASSIGNOR)

**GREAT SOUTHERN WOOD
PRESERVING, INC.**

By: 
Its President
(ASSIGNEE)

STATE OF Georgia
COUNTY OF Spalding

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Goydan, PRESIDENT of Osmose, Inc., whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed same voluntarily.

Given under my hand and official seal, this the 28 day of June, 2004.

Lera Mathis

Notary Public **Notary Public, Spalding County, Georgia**
My commission expires **My Commission Expires Sept. 4, 2007**

STATE OF Alabama
COUNTY OF Houston

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that James W. Rane, President of Great Southern Wood Preserving, Inc., whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed same voluntarily.

Given under my hand and official seal, this the 6th day of July, 2004.

Natalie A. Cook

Notary Public
My commission expires: _____

Notary Public, Alabama State At Large
My Commission Expires Feb. 20, 2008

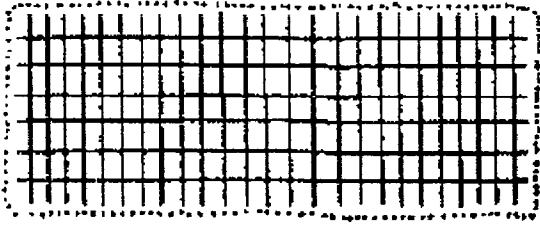
EXHIBIT "A"
TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS

Trademark:

- The color yellow (in all shades) on labels and tags attached to chemically treated wood.

- United States Patent and Trademark Office Registration
Registration Number: 1,905,643
Registration Date: July 18, 1995

EXHIBIT "B"
TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS



Goods and Services IC 019. US 012. G & S: chemically treated wood. FIRST USE: 19850101.
FIRST USE IN COMMERCE: 19850101

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 261102 261109 261113 261116 290408

Serial Number 74334748

Filing Date November 25, 1992

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition April 25, 1995

Registration Number 1905643

Registration Date July 18, 1995

Owner (REGISTRANT) **OSMOSE** WOOD PRESERVING, INC. CORPORATION
NEW YORK P.O. Drawer O Griffin GEORGIA 30224

(LAST LISTED OWNER) **OSMOSE**, INC. CORPORATION BY CHANGE
OF NAME NEW YORK P.O. BOX DRAWER O GRIFFIN GEORGIA
30224

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Timothy A. Bush

Description of Mark The mark consists of the color yellow which serves as a background color on the labels attached to the goods. The accompanying drawing is lined to indicate the color yellow.

Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE

EXHIBIT "C"
TO ASSIGNMENT OF TRADEMARK AND TRADE DRESS

Additional Trademarks and Trade Dress ("Additional Marks"):

- The color yellow (in all shades) on all labels, tags, packaging, containers, boxes, bottles, wrapping, cans, and buckets of coatings, stains, and fasteners.