## OP \$215.00 256859

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Richwood Building Products, Inc.		02/28/2005	CORPORATION:	

### **RECEIVING PARTY DATA**

Name:	Alcoa Inc.
Street Address:	201 Isabella Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	CORPORATION:

### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark		
Registration Number: 2568598		BESTLINE		
Registration Number: 1534322		E-Z BLOCK		
Registration Number: 1535320		J-BLOCK		
Registration Number: 1908481		RICHWOOD		
Registration Number: 1869612		RICHWOOD		
Registration Number:	2279667	RICHWOOD COMPONENTS		
Registration Number: 2244879		RICHWOOD DISTINCTIONS		
Serial Number:	75148719	PRO DESIGN		

### **CORRESPONDENCE DATA**

Fax Number: (724)337-5959

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

Phone: 724-337-2993

Email: lisa.lawrence@alcoa.com
Correspondent Name: Norman F. Hainer, Jr.
Address Line 1: 100 Technical Drive

TRADEMARK REEL: 003048 FRAME: 0215

900021426

Address Line 4: Alcoa Center, PENNSYLVANIA 15069				
NAME OF SUBMITTER:	Norman F. Hainer, Jr.			
Signature:	/Norman F. Hainer, Jr./			
Date:	03/17/2005			
Total Attachments: 4 source=Richwood to Alcoa (TM)#page1.tif source=Richwood to Alcoa (TM)#page2.tif source=Richwood to Alcoa (TM)#page3.tif source=Richwood to Alcoa (TM)#page4.tif				

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated February 10, 2005 is made by and between RICHWOOD BUILDING PRODUCTS, INC., f/k/a VAGEDES INDUSTRIES, INC., a corporation organized under the laws of Delaware ("Assignor") and ALCOA INC., a corporation organized under the laws of Pennsylvania ("Assignee").

### RECITALS

WHEREAS, pursuant to the Stock Purchase Agreement, dated November 22, 2002 (the "Agreement"), among RICHWOOD BUILDING PRODUCTS, INC., ("Seller" or "Assignor") and ALCOA HOME EXTERIORS, INC., f/k/a ALCOA BUILDING PRODUCTS, INC., ("Buyer"), wherein Buyer purchased the stock of Seller and with the current dissolution of RICHWOOD BUILDING PRODUCTS, INC., ("Seller" or "Assignor"), Buyer desires that Assignee acquire from the Assignor the intellectual properties of Assignor;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to all of the intellectual properties, including, to the extent of Assignor's interest, the marks set forth on Exhibit B hereto, including all the goodwill associated therewith, and all intellectual properties that Assignor had the right to request be assigned to it.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the intellectual properties, and intending to be legally bound, Assignor hereby agrees as follows:

- 1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the intellectual properties and all of the intellectual property that Assignor had the right to request be assigned to it, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the intellectual properties, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
- 2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the Commissioner of the United States Copyright Office and all other applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights to issue or register as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

RICHWOOD BUILDING PRODUCTS, INC.

Acknowledged and Accepted

ALCOA INC.

Title: Seniar assistant General Counsel

State of Pennsylvania
County of Allegheny )SS.
Before me this $\frac{28}{2}$ day of February, 2005 personally appeared $\frac{6}{2}$ A Acinapura, to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set
forth.
Krister & Drewe
Notary Public
State of PA ) Notarial Seal Kristen B. Greve, Notary Public Robinson Twp., Allegheny County My Commission Expires Mar. 10, 2007
County of () () () () () () () () () () () () ()
Before me this 28 day of February, 2005 personally appeared XIVAR. Waldo, to me
personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.
Ce Moner
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Jennifer W. Meares, Notary Public City of Pittsburgh, Allegheny County My Commission Expires June 6, 2005

Member, Penneylvania Association of Notaries

# EXHIBIT B - RICHWOOD US MARKS

							.,		,
	Use	<b>©</b>	(2)	(6)	⊜	<b>©</b>	(6)	<b>©</b>	
	Status	Registered on the Supplemntal Register	Registered	Registered	Registered	Registered	Registered	Registered	Abandoned
	Ctrry	NS	SN	SN	SN	ns	ns	ns	SN
	Renewal	<i>S/7/</i> 12	4/11/09	4/18/09	8/1/05	12/27/04	9/21/09	5/11/09	
	Reg.#	2,568,598	1,534,322	1,535,320	1,908,481	1,869,612	2,279,667	2,244,879	
	Reg. Date	5/7/02	4-11-89	4/18/89	8/1/95	12/27/94	9/21/99	5/11/99	
	App.#	76/058,143	73/723,049	73/723,132	74/545,472	74/475,695	75/148,717	75/148,720	75/148,719
	App.	05/26/00	4/18/88	4/18/88	7/5/94	1/3/94	8/12/96	8/12/96	9/12/96
	Class	019	020	020	019	020	010	019	019- 020
	Goods	Exterior plastic bldg. products; namely, vents, plastic mounting bases for atlaching outdoor electrical fixtures, plumbing fixtures, gas heaters, mailboxes and house numbers to walls or siding and trim items for use in association with vinyl siding	Fixture mounting brackets	Fixture mounting brackets	Plastic ventilation ducts	Plastic bldg. products; namely, plastic mounting base for attaching outdoor electrical fixtures, plumbing fixtures, gas meters, mail boxes and house numbers to wall or siding	Exterior plastic bldg, products; namely, building vents and plastic siding trim	Exterior plastic bldg, products, namely, plastic shutters & plastic trim for use on the exterior of a bldg, in association with plastic siding	Same as 19 & 20 above
	Assignee/ Owner	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.	Richwood Bldg Products, Inc.
Country	Mark L&G Ref. No.	BESTLINE 400766	E-Z BLOCK 400769	J-BLOCK 400771	RICHWOOD 400773	RICHWOOD 400772	RICHWOOD COMPONENTS 400774	RICHWOOD DISTINCTIONS 400775	PRODESIGN

TRADEMARK REEL: 003048 FRAME: 0220

RECORDED: 03/17/2005