

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/09/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elk Composite Building Products, Inc.		05/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Elk Premium Building Products, Inc.
Street Address:	14911 Quorum, Suite 600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78514348	WOODCHUK COMPOSITE RAILING SYSTEM
Serial Number:	78514340	UNI-BALL BALUSTER CONNECTORS
Serial Number:	78512821	RAIL WAYZ

CORRESPONDENCE DATA

Fax Number: (214)978-3099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2149783000
 Email: jana.m.taylor@bakernet.com
 Correspondent Name: William D. McSpadden
 Address Line 1: Baker & McKenzie LLP
 Address Line 2: 2001 Ross Avenue, Suite 2300
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	William D. McSpadden
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CH \$90.00 78514348

Signature:

/williammcspadden/

Date:

05/23/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into effective this 9th day of May, 2005, by and between ELK COMPOSITE BUILDING PRODUCTS, INC., a Delaware corporation ("Assignor"), whose principal office or place of business is located at 14911 Quorum Drive, Suite 600, Dallas, Texas 75254, and ELK PREMIUM BUILDING PRODUCTS, INC., a Delaware corporation ("Assignee"), whose principal office or place of business is located at 14911 Quorum Drive, Suite 600, Dallas, Texas 75254.

WHEREAS, Assignor owns any and all rights in and to certain trade and/or service marks identified in Schedule A attached hereto and the applications and registrations therefore shown in the said Schedule A (the "Trademarks");

WHEREAS, Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign and transfer to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the good will associated therewith; and

WHEREAS, the parties, intending to be legally bound, agree as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with all the goodwill of Assignor's business in connection with which the Trademarks have been used or are intended to be or may be used, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of any of the Trademarks or any registrations and applications therefor.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks in the United States and/or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Upon request of Assignee, at any time, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver and/or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause a registration of any of the Trademarks for the full benefit of Assignee, to change ownership of the Trademarks and any registration and application for the Trademarks to Assignee, to perfect in Assignee full, sole and complete ownership in and to all rights, title and interest in and to the Trademarks and any registrations and applications therefor, and to fulfill all the terms and conditions of this Assignment.

This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the parties. A waiver of any term, condition or provision in this Assignment by either party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the day and year first written above.

ASSIGNOR

**ELK COMPOSITE BUILDING
PRODUCTS, INC.**

By: Timothy A MacCezski

Name: TIMOTHY A MACCEZSKI

Title: EXECUTIVE VICE PRESIDENT

ASSIGNEE

**ELK PREMIUM BUILDING
PRODUCTS, INC.**

By: David G. Sisler

Name: David G. Sisler

Title: General Counsel & Secretary

SCHEDULE A

Registrations for Trademarks, Service Marks and Trade Names

<u>Mark</u>	<u>Registration Number</u>	<u>Application Date</u>
None		

Pending Applications for Trademarks, Service Marks and Trade Names

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
WOODCHUK COMPOSITE RAILING SYSTEM	U.S. 78/514,348	November 10, 2004
UNI-BALL BALUSTER CONNECTORS	U.S. 78/514,340	November 10, 2004
RAIL WAYZ	U.S. 78/512,821	November 8, 2004

Common Law Trademarks, Service Marks and Trade Names

<u>Mark and/or Trade Name</u>	
WOODCHUK	(Word Mark and/or Trade Name)
WOODCHUK COMPOSITE RAILING SYSTEM	(Word Mark and/or Trade Name)
UNI-BALL	(Word Mark and/or Trade Name)
RAIL WAYZ	(Word Mark and/or Trade Name)