

04-06-2005



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REC: TF

To the Director of the U. S. Patent and Trade

... documents or the new address(es) below.

9-20-04

1. Name of conveying party(ies)/Executic

JELD-WEN, Inc.

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

Citizenship (see guidelines) Oregon

Execution Date(s) August 2, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Previously filed
- 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)

2,198,953

Additional sheet(s) attached? Yes No

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

ART AND SCIENCE IN WOOD

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

Name: Michael R. Tucci

Internal Address:

Street Address: 1301 East 9th Street
Suite 2600

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 216-479-6419

Fax Number: 216-623-4912

Email Address: mtucci@kabnkleinman.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature:

Michael R. Tucci

Signature

9-14-04

Date

Total number of pages including cover sheet, attachments, and document: 11

09/21/2004 BYRNE 00000048 2198953 Name of Person Signing

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

01 FC:8521

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

08/17/2004
900011704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeld-Wen, Inc.		08/02/2004	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Frank Paxton Lumber Company LLC		
Street Address:	23925 Commerce Park		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2350002		
Registration Number:	695881	PAXBOND	
Registration Number:	2397329	PAXTON	
Registration Number:	2341141	PAXTON	
Registration Number:	2177492	PAXTON THE WOOD SOURCE	
Registration Number:	1075019	PAXTON BEAUTIFUL WOODS	
CORRESPONDENCE DATA			
Fax Number:	(216)623-4912		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-479-6419		
Email:	mtucci@kahnkleinman.com		
Correspondent Name:	Michael Tucci		
Address Line 1:	1301 E. Ninth Street		
Address Line 2:	2600 Erieview Tower		
Address Line 4:	Cleveland, OHIO 44114-1824		
ATTORNEY DOCKET NUMBER:	PAXTON		

OP \$165.00 2350002

NAME OF SUBMITTER:

Frank Paxton Lumber Company LLC

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

[Paxton North]

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of the ___ day of AUGUST 2, 2004 ("Effective Date"), by and between JELD-WEN, inc., an Oregon corporation ("Assignor") and FRANK PAXTON LUMBER COMPANY LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its rights, titles and interests in and to all the trademarks, trade names, service marks, copyrights and domain names comprising the Intellectual Property (as that term is defined in the Purchase Agreement) and including that intangible property identified on Exhibit A attached hereto; and

WHEREAS, the Assignor and the Assignee desire to execute this Assignment to further evidence the transfer of the Intellectual Property by the Assignor to the Assignee.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby convey, assign and set over to the Assignee, its respective successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the Intellectual Property, along with all goodwill associated therewith, for the United States and all foreign countries, including, without limitation, any and all renewals and extensions of such Intellectual Property that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, together with all income, royalties or payments due or payable after Effective Date, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for, Assignee's own use and enjoyment.
2. The Assignee hereby accepts the foregoing assignment of the Intellectual Property and hereby assumes all duties and obligations under the same arising from and after the Effective Date.
3. This Assignment is subject to and does not expand all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of any conflict between this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. Assignee authorizes and requests the United States Registrar of Copyrights and the United States Patent and Trademark Office to record Assignee as the assignee and exclusive owner of the Intellectual Property.

5. Assignor shall provide Assignee with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewals of the Intellectual Property; (2) in the prosecution or defense of any copyright office and/or patent and trademark office proceedings, infringement, or other proceedings that may arise in connection with any Intellectual Property, including, without limitation, to testify as to any facts relating to the Intellectual Property and/or this Assignment; (3) in obtaining any additional protection that Assignee may reasonably deem appropriate, which may be served under the laws or are hereafter in effect in the United States or any other country; and (4) in the implementation and perfection of this Assignment in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and delivery of this Assignment as of the Effective Date.

ASSIGNOR: JELD-WELD, inc.



By: Jarrod Davis
Printed Name: Jarrod Davis
Title: Manager of Corp. Dev.

ASSIGNEE: FRANK PAXTON LUMBER
COMPANY LLC

By: Albert A Garcea Sect/ROA
Printed Name: ALBERT A. GARCEA
Title: SECT/ROA

Exhibit A
Assigned Intellectual Property

Trademarks

Country	Trademark	Owner	Value	Effective Date	Status	Class	Description
United States	Miscellaneous Design 	JELD-WEN, inc.	2,350,002	16-May-00	Registered	35	Wholesale Distributorship services in the field of hardware and building materials
United States	PAXBOND	JELD-WEN, inc.	695,881	12-Apr-60	Renewed	1	Glue
United States	PAXTON	JELD-WEN, inc.	2,397,329	24-Oct-00	Registered	19 35	Lumber, plywood, and wood millwork, namely moldings, columns, stair parts, posts, spindles, dowels, doors, windows and patio doors and parts therefor; Retail store and wholesale distributorship services in the field of hardware and building materials
United States	PAXTON & Design 	JELD-WEN, inc.	2,341,141	11-Apr-00	Registered	35	Retail store services in the field of building materials and hardware therefor
United States	PAXTON THE WOOD SOURCE	JELD-WEN, inc.	2,177,492	28-Jul-98	Registered	35	Wholesale distributorship services in the field of hardware and building materials
United States	PAXTON WOODCRAFTERS' STORE	JELD-WEN, inc.			Dead		
United States	PAXTON BEAUTIFUL WOODS	JELD-WEN, inc. (as successor to Frank Paxton Company)	1,075,019		Dead		

Copyrights



Country	Copyright Title	Claimant	Registration	Registration	Status	Publication	Pages
United States	Paxton Beautiful Woods Paneling	Frank Paxton Lumber Company	TX-651-293	16-Mar-81	Registered	12-Mar-81	18 pages
United States	Woodworking Guidelines: Safety, Maintenance, Quality	Frank Paxton Lumber Company	TX-754-187	24-Aug-81	Registered	6-Aug-81	22 pages
United States	How to Specify and Buy Industrial Arts Lumber and Plywood	Frank Paxton Lumber Company	TX-762-249	8-Sep-81	Registered	20-Aug-81	20 pages
United States	Paxton, America's Largest Hardwood Distributors : School Wholesale Catalog	Frank Paxton Lumber Company	TX-937-022	5-May-82	Registered	16-Mar-82	New matter: "additional text, ill., and editing"
United States	Increase Your Sales : V. I /John L. Paxton	Frank Paxton Company	TX-1-287-319	21-Feb-84	Registered	15-Feb-84	20 pages
United States	Increase Your Sales : V. II	Frank Paxton Company	TX-1-319-757	6-Apr-84	Registered	2-Apr-84	
United States	How To Specify And Buy Industrial Arts Lumber And Plywood	Frank Paxton Lumber Company	TX-2-213-134	10-Dec-87	Registered	2-May-86	20 pages

Domain Names

- 1) www.paxtonwood.com
- 2) www.paxton-woodcrafters.com
- 3) www.paxton-woodsource.com
- 4) www.paxtonbeautifulwoods.com

Paxton Intellectual Property
(revised 7/27/04)

Trademarks

Country	Trademark	Owner	Registration (Filing) Number	Registration (Filing) Date	Status	Class	Goods
United States	Miscellaneous Design	JELD-WEN, Inc.	2,350,002	16-May-00	Registered	35	Wholesale Distributorship services in the field of hardware and building materials
United States		JELD-WEN, Inc.	695,881	12-Apr-60	Renewed	1	Glue
United States	PAXTON	JELD-WEN, Inc.	2,397,329	24-Oct-00	Registered	19	Lumber, plywood, and wood millwork, namely moldings, columns, stair parts, posts, spindles, dowels, doors, windows and patio doors and parts therefor.
United States						35	Retail store and wholesale distributorship services in the field of hardware and building materials
United States	PAXTON & Design 	JELD-WEN, Inc.	2,341,141	11-Apr-00	Registered	35	Retail store services in the field of building materials and hardware therefor
United States	PAXTON THE WOOD SOURCE	JELD-WEN, Inc.	2,177,492	28-Jul-98	Registered	35	Wholesale distributorship services in the field of hardware and building materials
United States	ART AND SCIENCE IN WOOD	JELD-WEN, Inc.	2,198,953	20-Oct-98	Registered	35	Wholesale distributorship services in the field of hardware and building materials

Copyrights

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United States	Woodworking Guidelines: Safety, Maintenance, Quality	Frank Paxton Lumber Company	TX-754-187	24-Aug-81	Registered	6-Aug-81	22 pages
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	Industrial Arts Lumber and Plywood	Company					
United States	Paxton, America's Largest Hardwood Distributors; School Wholesale Catalog	Frank Paxton Lumber Company	TX-937-022	5-May-82	Registered	16-Mar-82	New matter: "additional text, ill., and editing"
United States	Increase Your Sales; V. I. John L. Paxton	Frank Paxton Company	TX-1-287-319	21-Feb-84	Registered	15-Feb-84	20 pages
United States	Increase Your Sales; V. II	Frank Paxton Company	TX-1-319-757	6-Apr-84	Registered	2-Apr-84	
United States	How To Specify And Buy Industrial Arts Lumber And Plywood	Frank Paxton Lumber Company	TX-2-213-134	10-Dec-87	Registered	2-May-86	20 pages

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