

**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
Lee Masonry Products, LLC		11/04/2005	Limited Liability Company: KENTUCKY

**RECEIVING PARTY DATA**

Name:	Armortec, Inc.
Street Address:	9025 Centre Pointe Drive
Internal Address:	Suite 400
City:	West Chester
State/Country:	OHIO
Postal Code:	45069
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1352839	ARMORFLEX
Registration Number:	1361927	ARMORLOC
Registration Number:	2861236	ARMORSTONE
Registration Number:	2784711	ARMORTURF
Registration Number:	2571222	ARMORWEDGE
Registration Number:	2554005	DITCH-LOK

**CORRESPONDENCE DATA**

Fax Number: (937)443-6635  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 937-443-6600  
 Email: trademarks@thompsonhine.com  
 Correspondent Name: Michael J. Nieberding  
 Address Line 1: 10 West Second Street

OP \$165.00 1352839

Address Line 2: 2000 Courthouse Plaza NE  
Address Line 4: Dayton, OHIO 45402-1758

ATTORNEY DOCKET NUMBER:	027262-024 / AMI
NAME OF SUBMITTER:	Michael J. Nieberding
Signature:	/michael j nieberding/
Date:	12/14/2005

**Total Attachments: 6**  
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## ASSIGNMENT OF MARKS

THIS ASSIGNMENT is made as of the date executed below by Lee Masonry Products, LLC, a Kentucky limited liability company (the "Assignor").

### RECITALS:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in the attached Schedule A and has adopted and used those marks in the connection with products and services relating to erosion control, (collectively, the "Marks"); and

WHEREAS, pursuant to an Asset Purchase Agreement (the "Purchase Agreement") between Assignor and Armortec, Inc., a Delaware corporation (the "Assignee"), Assignor has agreed to transfer the Marks to Assignee; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Marks;

NOW, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, all common law rights in the Marks, and all rights of action accrued and to accrue under the Marks, including all claims and rights to sue and recover for future or past infringement of the Marks and all rights to oppose or cancel any existing third party registration for a similar mark.

2. Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is desirable to secure, obtain, enforce or defend the Marks and all associated rights in the United States or any foreign country, including without limitation any additional documents needed to record and fully effect the transfer of trademark rights made herein in the United States or any foreign country as well as assisting Assignee in any dispute or conflict that may arise concerning Assignee's use of one or more of the Marks (including the unregistered ARMORTEC name/mark). If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment.

3. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to

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enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

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Schedule A to Assignment Of Marks

A. U.S. Trademarks

U S	ARMORFLEX®	Trademark Reg. No. 1,352,839	Registered: 08/06/1985 Renewal due: 08/06/2015
U S	ARMORLOC®	Trademark Reg. No. 1,361,927	Registered: 09/24/1985 Renewal due: 09/24/2015
U S	ARMORSTONE®	Trademark Reg. No. 2,861,236	Filing date: 12/26/2001 Renewal due: 07/06/2010
U S	ARMORTURF®	Trademark Reg. No. 2,784,711	Filing date: 06/26/2001 Renewal due: 11/18/2009
U S	ARMORWEDGE®	Trademark Reg. No. 2,571,222	Registered: 05/21/2002 Renewal due: 05/21/2008
U S	DITCH-LOK®	Trademark Reg. No. 2,554,005	Registered: 03/26/2002 Renewal due: 03/26/2008

B. Foreign Trademarks

BENELUX (Belgium, Netherlands, Luxembourg)	ARMORFLEX	Trademark Reg. No. 386,866	Expiration: 03/17/2013
CANADA	ARMORFLEX	Trademark Reg. No. TMA642,483	Registered: 06/20/2005 Renewal due: 06/20/2020
CANADA	ARMORLOC	Trademark Reg. No. TMA642,931	Registered: 06/23/2005 Renewal due: 06/23/2020
CANADA	ARMORSTONE	Trademark Ser. No. 1,209,904	Filing date: 03/16/2004 Pending
CANADA	ARMOURFLEX	Trademark Reg. No. 267,937	Registered: 07/07/1995 Renewal due: 04/02/2012
CANADA	A-JACKS	Trademark Ser. No. 1,210,334	Filing date: 03/18/2004 Pending
CHINA	A-JACKS	Trademark Reg. No. 3071890	Registered : 04/14/2003 Renewal due: 04/13/2013
CHINA	ARMORFLEX	Trademark Reg. No. 3071891	Registered: 04/14/2003 Renewal due: 04/13/2013
CHINA	ARMORSTONE	Trademark Reg. No. 3083324	Registered : 04/21/2003 Renewal due: 04/20/2013
DENMARK	ARMORFLEX	Trademark Reg. No. VR 000460 1985	Renewal due: 02/01/2015
INTERNATIONAL REGISTER <sup>1</sup>	ARMORFLEX	Trademark Reg. No. 478,422	Renewal due: 06/28/2013
KOREA	ARMORFLEX	Trademark Reg. No. 509,470	Registered: 12/28/2001 Renewal due: 12/28/2011
KOREA	ARMORLOC	Trademark Reg. No. 523816	Registered: 06/27/2002 Renewal due: 06/27/2012
MEXICO	A-JACKS	Trademark Reg. No. 814,829	Filing date: 02/28/2002 Renewal date: 02/28/2012

<sup>1</sup> Consisting of France, Germany, Italy, Spain, Switzerland

MEXICO	ARMORFLEX	Trademark Reg. No. 772,876	Filing date: 02/28/2002 Renewal due: 02/28/2012
MEXICO	ARMORSTONE	Trademark Reg. No. 772,877	Filing date: 02/28/2002 Renewal due: 02/28/2012
UNITED KINGDOM	ARMORFLEX	Trademark Reg. No. 1,191,580	Filing date: 02/19/1985 Renewal due: 03/05/2014

C. Common Law Trademarks/Trade Names

U.S.	ARMORFLEX UNIVERSAL
U.S.	ECO 30 BLOCK
U.S.	ECO 40 BLOCK
U.S.	ARMORTEC