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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2005

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New NGC, Inc.		01/10/2006	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	National Gypsum Properties, LLC
Street Address:	2001 Rexford Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2373391	EDGETECH

### **CORRESPONDENCE DATA**

Fax Number: (317)592-5453

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

Phone: (317) 236-2100

Email: ipdocket@icemiller.com
Correspondent Name: Rachel L. St. Peter

Address Line 1: ICE MILLER LLP, One American Square

Address Line 2: Suite 3100

Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	T02843-US-0 (06579.0049)
NAME OF SUBMITTER:	Rachel L. St. Peter
Signature:	/Rachel L. St. Peter/
	TRADEMARK

REEL: 003228 FRAME: 0644

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Date:	01/17/2006			
Total Attachments: 2				
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TRADEMARK REEL: 003228 FRAME: 0645

# ASSIGNMENT OF TRADEMARK

WHEREAS, New NGC, Inc., a Delaware corporation ("Assignor"), is the owner of U.S. Registration No. 2,373,391 for the mark EDGETECH in connection with concrete panels (the "Trademark"), together with the goodwill symbolized thereby;

WHEREAS, National Gypsum Properties, LLC, a Delaware limited liability company ("Assignee"), is desirous of acquiring the Trademark, together with the goodwill symbolized thereby; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns *nunc pro tunc* as of January 1, 2005, to Assignee all its right, title and interest in and to the Trademark, together with the goodwill of the business associated with or symbolized by the Trademark, and any and all common law rights, world-wide rights and other applications or registrations for such Trademark owned by Assignor, and including the right to sue and collect damages for any past or future infringements of the Trademark.
- 2. Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Trademark to Assignee granted herein as Assignee may from time to time reasonably request.

NEW NGC, INC.
By: My John
Printed: Samuel A Schiffman
Title: VP, General Counsel & Secretar
Date: 10 January 2006

ALLEN ANN ACTOR	
Sworn to and subscribed before me, a day of January, 2006.	a Notary Public, in and for said County and State, this
COUNTY OF MECKLENBURG)	) 55.
STATE OF NORTH CAROLINA	) ) SS:

My Commission Expires:

March 10, 2009

My County of Residence:

Mecklenburg

INDY 1664860v.1

**RECORDED: 01/17/2006**