\$40.00 243252

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/15/1998

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unifix Inc.		03/20/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	New NGC, Inc.	
Street Address:	2001 REXFORD ROAD	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28211	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2432528	UNIFIX	

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: Amanda Pecchioni Thompson

Address Line 1: Ice Miller LLP
Address Line 2: Suite 3100

Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	T02832-US-00 (06579.0042)
NAME OF SUBMITTER:	Amanda Pecchioni Thompson
Signature:	/apt/
	TRADEMARK

900045063 REEL: 003276 FRAME: 0124

Date:	03/24/2006
Total Attachments: 2	
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TRADEMARK REEL: 003276 FRAME: 0125

ASSIGNMENT OF TRADEMARK

WHEREAS, Unifix Inc., a Canadian corporation ("Assignor"), is the owner of U.S. Serial No. 75/425,544, which matured into U.S. Registration No. 2,432,528, for the mark UNIFIX in connection with concrete panels for use in interiors and exteriors of homes and commercial buildings (the "Trademark"), together with the goodwill symbolized thereby;

WHEREAS, New NGC, Inc., a Delaware corporation ("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 December 15, 1998, 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. Assignee is a successor to the business of Assignor, or portion thereof, to which the Trademark pertains, and such business is ongoing and existing.
- (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.

UNIFIX INC

Samuel A. Schiffman,

VP and Secretary

ate:

2006

STATE OF NORTH CAROLINA)) SS: COUNTY OF MECKLENBURG)
Sworn to and subscribed before me, a Notary Public, in and for said County and State, this day of 2006.
Motar Public Man Reese Printed
My Commission Expires:
March 10,2009
My County of Residence:
Hecklenburg

INDY 1700509v.1

RECORDED: 03/24/2006