

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.		03/20/2006	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:	2432528	UNIFIX	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$40.00 2432528

Date:

03/24/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, New NGC, Inc., a Delaware corporation (“Assignor”), is the owner of 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, 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.

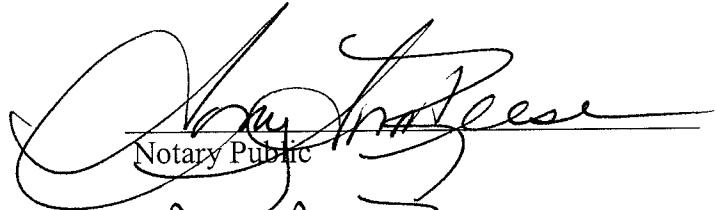
By: 

Samuel A. Schiffman,
VP, General Counsel and Secretary

Date: 20 March 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 20
day of March, 2006.


Notary Public
Amy Ann Reese
Printed

My Commission Expires:

March 10, 2009

My County of Residence:

Mecklenburg

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