

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mt. Lehman Building Products Ltd.		10/10/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Siltech, Inc.		
Street Address:	1881 Trade Center Way		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34109		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833060	SILLTECH-2000	
CORRESPONDENCE DATA			
Fax Number:	(239)598-1221		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	239-254-7508		
Email:	jseewald@fowlerwhite.com		
Correspondent Name:	Jeanne L. Seewald		
Address Line 1:	5811 Pelican Bay Blvd., Suite 600		
Address Line 4:	Naples, FLORIDA 34108		
NAME OF SUBMITTER:	Jeanne L. Seewald		
Signature:	/jeanne l seewald/		
Date:	10/24/2006		

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Total Attachments: 8
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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 10th day of October, 2006 (the "Effective Date"), is entered into by and between MT. LEHMAN BUILDING PRODUCTS LTD., a Canadian corporation having its principal place of business at 706 Columbia Street, Abbotsford, British Columbia V2T 5X6 ("Assignor") and SILTECH, INC., a Florida corporation having its principal place of business at 1881 Trade Center Way, Naples, Florida 34109 ("Assignee") (hereinafter, Assignor and Assignee are collectively referred to sometimes as the "Parties," and individually as a "Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademark "SILLTECH-2000" ("the Trademark") and that it owns all rights in and to the Trademark;

WHEREAS, the Assignor represents that it is using the Trademark in its business;

WHEREAS, the Assignor represents that it has not abandoned the Trademark;

WHEREAS, the Assignor is the owner of a registration in the United States Patent and Trademark Office ("PTO") for the Trademark, including Registration No. 2833060 obtained on April 13, 2004, in International Class 006 for pre-fabricated metal thresholds, namely doorsills (the "Trademark Registration");

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademark and the Trademark Registration to the Assignee, and is desirous of transferring such rights;

WHEREAS, Assignee filed, on February 18, 2006, with the Trademark Trial and Appeal Board of the PTO Cancellation Proceeding No. 92045465 against Mt. Lehman's Trademark (the "Cancellation"); and

WHEREAS, the parties desire to settle the dispute between them pursuant to the terms of this Agreement.

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

- 1.0 The Assignor represents and warrants that:
 - 1.1 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
 - 1.2 The Assignor is the sole owner of all rights, title and interest in and to the Trademark and Trademark Registration, including all intellectual property rights,

and owns all rights granted hereunder free and clear of any liens or encumbrances.

- 1.3 No outstanding claim of trade name, service mark or trademark infringement, or any other cause of action, has been asserted or threatened against the Trademark or the Assignor in relation to the Trademark.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States, including without limitation, all federal, state, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademark and the Trademark Registration (and all extensions and renewals of such Trademark Registration, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademark and the portion of the business of the Assignor to which the Trademark pertains. The Assignor further assigns to the Assignee the right to apply for trademark registrations in the United States Patent and Trademark Office for the Trademark and variations thereof (in addition to the above-listed Trademark Registration) and all rights to renewals and extensions for any such trademark registration.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies in the United States related to the Trademark and Trademark Registration (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademark or Trademark Registration. The Assignor shall have no liability and the Assignee shall have no cause of action against Assignor with regard to trademark infringement claims relating to goods placed in commerce by the Assignor prior to the Effective Date of this Agreement. It is specifically acknowledged by the Assignor and Assignee that the Assignee is not assuming any liabilities or claims of third parties relating to the Trademark.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademark in the United States in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time.
- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademark.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademark and the Trademark Registration and to effectuate this Agreement.

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- 8.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademark or any variation thereof in the United States, or seek to cancel any registration resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademark in the United States.
- 9.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademark and Trademark Registration are owned, and will be owned, solely by the Assignee in the United States. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademark, Trademark Registration, or any derivative thereof.
- 10.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 11.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 12.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 13.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 14.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement may only be brought in Collier County, Florida or in the United States District Court for the Middle District of Florida, Fort Myers Division.
- 15.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply

to all their affiliates, parents, officers, directors, subsidiaries, divisions, successors, and assigns.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement" on the Effective Date.

**MT. LEHMAN BUILDING PRODUCTS LTD.,
a Canadian corporation "ASSIGNOR"**

By: [Signature]
Name: Hart Friesen
Title: President

COUNTRY OF CANADA
PROVINCE OF BRITISH COLUMBIA

The foregoing Assignment was acknowledged before me this 10th day of October, 2006, by Hart Friesen, President of Mt. Lehman Building Products Ltd., who is personally known to me or who has produced _____ as identification.

C. Lawrence Kyle
A Notary Public in and for the
Province of British Columbia

[Signature]
Notary Public (signature)
C. LAWRENCE KYLE
Notary Public (print or type)

Serial No. N/A

My commission expires: N/A

The above execution is acknowledged and confirmed by the following party appointed by Assignor as its Domestic Representative at the PTO:

By: [Signature]

Name: Michael A. Glenn

Date: 10/18/06

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TRADEMARK
REEL: 003414 FRAME: 0771

**SILTECH, INC., a Florida corporation
"ASSIGNEE"**

By: *Dino Longo*
Name: Dino Longo
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Assignment was acknowledged before me this 19th day of October, 2006, by Dino Longo, President of Siltech, Inc., who is _____ personally known to me or who has produced Drivers License as identification.

Cindy Mariconda
Notary Public (signature)
Cindy Mariconda
Notary Public (print or type)



Cindy Mariconda
Commission #DD223093
Expires: Jun 15, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Serial No. _____
My commission expires: _____

EXHIBIT B
ELECTRONIC TRADEMARK ASSIGNMENT



United States Patent and Trademark Office

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Electronic Trademark Assignment System

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ETAS v.1.4
 PTO-1594 (Rev. 10/02)
 OMB No. 0651-0027 (Exp. 6/30/2008)

Validate

All data entered on the previous screens are displayed below. Check the data carefully. If you find any errors, go back to the appropriate screen and correct. Otherwise, select the Go to Payment screen button to proceed.

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
Mt. Lehman Building Products Ltd.		10/04/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Siltech, Inc.		
Street Address:	1881 Trade Center Way		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34109		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833060	SILLTECH-2000	
CORRESPONDENCE DATA			

Fax Number: (239)598-3499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 239-254-7508
Email: jseewald@fowlerwhite.com
Correspondent Name: Jeanne L. Seewald
Address Line 1: 5811 Pelican Bay Blvd., Suite 600
Address Line 4: Naples, FLORIDA 34108

NAME OF SUBMITTER:	Jeanne L. Seewald
Signature:	/jeanne l seewald/
Date:	10/04/2006
Total Attachments: 6 source=SiltechAssignment#page1.tif source=SiltechAssignment#page2.tif source=SiltechAssignment#page3.tif source=SiltechAssignment#page4.tif source=SiltechAssignment#page5.tif source=SiltechAssignment#page6.tif	

Fee calculated, according to the USPTO fee table				
Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
Total				\$40.00

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