Our Ref: FF GEN 229B

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To The Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| Name of conveying party(les): | 2. Name and address of receiving party(les): | |
|--|---|--|
| | Addustrial Line In Inc. | |
| Royal Group Technologies Limited | Additional name(s) and address(es) attached [] yes [x] no | |
| [] Individual(s) [] Association | Name: GSW Building Products Inc. | |
| [] General Partnership [] Limited Partnership | | |
| [x] Corporation-(Ontario, Canada) | Internal Address: | |
| it] Other Citizenship(see guidelines) | Street Address: 26 Lorena Street | |
| Citizenta iip(aee guideiii ies) | Barrie, Ontarlo L4N 4P4 | |
| Additional names(s) of conveying parties attached []yes [x]no | | |
| 3. Nature of Conveyance: | [] Individual(s) Citizenship: [] Association Citizenship | |
| [X] Assignment [] Merger | Association Citizenship General Partnership Citizenship | |
| [] Security Agreement [] Change of Name | Limited Partnership Citizenship | |
| [] Other | [X] Corporation-Onterlo, CANADA | |
| | [] Other | |
| Execution Date: September 29, 2006 | *If assignee is not domiciled in the United States, a domestic | |
| | representative designation is attached: [] yes [X]:no | |
| | (Designation must be a separate document from Assignment) Note: Please refer to original application(s) | |
| 4. Application number(s) or registration number(s): | Note: Floors to signal application(s) | |
| | | |
| A. Trademark Application No.(s) 78/753,335; 78/800,700; | B. Trademark Registration No.(s) 3,101,467 | |
| 78/800,672; 78/390,949 | , | |
| · | , | |
| Additional sheet(s) attached | ? { | |
| 5. Name and address of party to whom correspondence concerning documents should be mailed: | [5] | |
| - Concenting decements and as many. | • | |
| FRANK FARFAN | 7. Total fee (37 CFR 3.41); \$140.00 | |
| MACBETH & JOHNSON | I 1 England | |
| 133 Richmond Street West, Suite 301 Toronto, Ontario | [] Enclosed [X] Authorized to be charged to deposit account | |
| Canada | | |
| M5H 2L7 . | | |
| Tel: 416 368 8313 X 139 | | |
| Fax: 416 368 1645 re-mail: ffarfan@patentrite.com | | |
| " | 8. Deposit account number: 040752 | |
| | P | |
| | Authorized user name: Dennison Associates | |
| | | |
| 9. Statement and signature. | | |
| To the best of my knowledge and belief, the foregoing is tru | o and cornet and any attached conv is a tare conv of the | |
| original document. | e and contect and any attached copy is a une copy of the | |
| | Use I want | |
| trans tarton | NV 8, 2006 | |
| Name of Person Signing Sign | aturé Date | |
| · | \ | |
| Total number of pages including cover sheet, attachments, and document: 3 | | |

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trade-mark Office, P.O. Box 1450, Alexandria,

VA 22313-1450 or VIA FAX to 1 571 273 0140

TRADEMARK REEL: 003425 FRAME: 0242

SCHEDULE "A"

| Mark | Registration/ Application Number | Registration Date / Filing Date | Country |
|---------------------|-------------------------------------|------------------------------------|---------------|
| RAINTRAX | 3,101,467 | June 6, 2006 | United States |
| RAIN TRAX & Design | 78/753,335 | November 14, 2005 | United States |
| RAINXPRESS & Design | 78/800,700 | January 27, 2006 | United States |
| RAINXPRESS | 78/800,672 | January 27, 2006 | United States |
| TWINWALL | 78/390,949 | March 24, 2005 | United States |
| RAINTRAX | 620,623 | September 24, 2004 | Canada |
| TWINWALL | 640,783 | May 30, 2005 | Canada |
| FUSION | 1,191,833 | September 25, 2003 | Canada |
| RAINXPRESS & Design | 1,286,825 | January 20, 2006 | Canada |
| RAINXPRESS | 1,286,824 | January 20, 2006 | Canada |
| RAIN TRAX & Design | 1,279,333 | November 14, 2005 | Canada |
| DUAL WALL | 1,191,828 | September 25, 2003 | Canada |

TRADEMARK

REEL: 003425 FRAME, 0243 AR

TRADE-MARK ASSIGNMENT

This is an Agreement by and between GSW BUILDING PRODUCTS INC., a corporation existing under the laws of Ontario, having a place of business at 26 Lorena Street, Barrie, Ontario, L4N 4P4, Canada (the "Assignee") and ROYAL GROUP TECHNOLOGIES LIMITED, a corporation existing under the laws of Ontario, having its principal place of business at 1 Royal Gate Blvd., Woodbridge, Ontario L4L 8Z7, Canada. (the "Assignor").

WHEREAS, Assignor and Assignee have entered into an agreement whereby Assignee is acquiring certain of Assignor's assets relating to its single and twin wall eavestrough (gutter) and accessories businesses, including fusion seamless vinyl gutter products, including the trade-marks and the registrations therefor set forth on the attached Schedule "A" (the "Trade-marks");

WHEREAS, Assignce is desirous of acquiring all of Assignor's right, title, and interest in and to the Trade-marks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trade-marks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for the good and valuable consideration stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Trade-marks and any registrations or applications therefor, together with the goodwill of the business in connection with which the Trade-marks are used and which is symbolized by the Trade-marks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

Assigner agrees, at the expense of the Assignee, to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all its right, title, and interest in and to the Trade-marks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties have executed this Trade-mark Assignment Agreement as of the 29^{th} day of September, 2006

| ROYAL GROUP TECHNOLOGIES LIMITED | GSW BUILDING PRODUCTS INC. |
|---|--------------------------------|
| By: SS | By: Am htmn: |
| Name: Scott D. Bate S | Name: () Se A A TRA teliation |
| Title: VICE President, General Coursels | Title: |
| Corporare Secretary | |
| By: | |
| Name: | |
| Title: | |

GeL.

TRADEMARK REEL: 003425 FRAME: 0244

RECORDED: 11/08/2006