

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

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, Assignee 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 Trade-marks, 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.

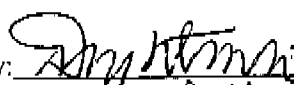
Assignor agrees, at the expense of the Assignee, to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all its right, title, and interest in and to the Trade-marks to the Assignee 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 29th day of September, 2006

ROYAL GROUP TECHNOLOGIES LIMITED

GSW BUILDING PRODUCTS INC.

By: 
Name: Scott D. Bates
Title: Vice President, General Counsel & Corporate Secretary

By: 
Name: Dean J. Melick
Title: President

By: _____
Name:
Title:

scx.