

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT APPOINTMENT OF TRUSTEE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moglia Advisors		04/13/2007	TRUSTEE: ILLINOIS

RECEIVING PARTY DATA

Name:	ZEQ Manufacturing, LLC
Street Address:	1305 West 29th Street
Internal Address:	Building D
City:	Anderson
State/Country:	INDIANA
Postal Code:	46016
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1677639	TRIMAX
Registration Number:	1785567	RECYCLEDESIGN
Registration Number:	2230266	
Registration Number:	2241593	DURATIE
Registration Number:	2552688	GREAT XTERIORS DECKING SYSTEMS
Registration Number:	2609410	NO-HASSLE DECKING
Registration Number:	2609411	NO-HASSLE DECKING & RAILING
Registration Number:	2612276	NO-HASSLE RAILING

CORRESPONDENCE DATA

Fax Number: (317)637-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-634-3456
 Email: jdurlacher@uspatent.com
 Correspondent Name: James M. Durlacher

OP \$215.00 1677639

Address Line 1: 111 Monument Circle
Address Line 2: Suite 3700
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	8373-1
NAME OF SUBMITTER:	James M. Durlacher
Signature:	/James M. Durlacher/
Date:	08/27/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT

WHEREAS, Moglia Advisors, not individually, but solely as trustee-assignee for the Benefit of Creditors of Trimax Building Products, Inc., (the "Assignor") and Zeq Manufacturing, LLC, a limited liability company of the State of Indiana (the "Assignee") have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 13, 2007, whereby Assignor has agreed to sell, and Assignee has agreed to purchase the Assets as set forth in Section 2.1 of the Purchase Agreement, including all of its Intellectual Properties as listed in Exhibit B of the Purchase Agreement;

WHEREAS, Assignor is the owner of the trademark properties listed on Schedule A attached hereto (hereinafter Trademark Properties), which Trademark Properties are considered the intellectual property of Assignor;

WHEREAS, Assignee, pursuant to the Purchase Agreement, desires to acquire all of the entire right, title and interest in, to and under said Trademark Properties and Assignor desires to assign all of its entire right, title and interest in, to and under said Trademark Properties;

WHEREAS, Assignor does hereby assign, transfer and convey to Assignee, and Assignee does hereby accept and assume from Assignor, all of Assignor's right, title and interest in, to and under said Trademark Properties; and

WHEREAS, it is desired to confirm the aforesaid sale, assignment, and transfer of said Trademark Properties, and the goodwill of the business symbolized thereby, and to make the same a matter of record in the United States Patent and Trademark Office.

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, said Assignor hereby acknowledges the aforesaid sale, assignment, and transfer, and by these presents does sell, assign, and transfer unto Assignee, the entire right, title, and interest in and to the Trademark Properties listed on the attached Exhibit A together with the goodwill of the business symbolized thereby, together with all rights of action, in law or in equity, for any past or future infringement thereof in; and that the parties hereto agree that the Trademark Properties are being sold, assigned, and transferred by Assignor to Assignee in their present condition, "as is," "where is," "with all faults" and without any representations or warranties of any kind and that Assignor specifically disclaims any and all representations and warranties whatsoever, both express and implied, with regard to the Trademark Properties, including, but not limited to, any warranty of merchantability or fitness for a particular use or purpose.

Said Trademark Properties and the associated goodwill, and any future registrations are to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns and all rights and privileges thereto as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made.

[SIGNATURE PAGE TO FOLLOW]

SCHEDULE A

Trademark Properties

(see attached)

{JSILVA: MISC: 00226653.DOC :1 }

TRADEMARK
REEL: 003608 FRAME: 0875

Strandex	Unknown	World	Reg'd	Eaglebrook Pr Licensee	4/22/1994	4/22/2011	
TRADEMARKS							
TRIMAX	1,677,639	U.S.	Reg'd	USPL IP	3/3/1992	3/3/2002	File for renewal 9/3/01
TRIMAX	2102337	Germany	Reg'd	USPL IP	12/9/1996	3/17/2002	
USPL LOGO	2,230,266	U.S.	Reg'd	USPL IP	3/9/1999	3/9/2009	File Aff. Of Dec. 3/10/04
CAREFREE DECK	75/364049	U.S.	Reg'd	USPL IP	Sep-97	Sep-07	File Aff. Of Dec.
CAREFREE XTERIORS	76/310,963	U.S.	Reg'd	USPL IP	1/29/2002	1/29/2012	File Aff. Of Dec 2/07
RECYCLEMAID	1,730,180	U.S.	Reg'd	USPL IP	11/3/1992	11/3/2012	File renewal
CYCLEWOOD	4167468	Japan	Reg'd	USPL IP.	7/17/1998	7/17/2008	File Aff. Of Dec. 7/18/03
SMARTDECK	2,114,015	U.S.	Reg'd	USPI IP	11/18/1997	11/18/2007	File Aff. Of Dec. 11/19/02
SMART DECK	TMA515,15 2	Canada	Reg'd	Eaglebrook Pr	8/25/1999	8/25/2014	File Aff. Of Dec. 8/26/2004
SMARTTRIM	2,107,201	U.S.	Reg'd	USPL IP	10/21/1997	10/21/2007	File Aff. Of Dec. 10/22/02
GLOBAL GARDEN	1,806,131	U.S.	Reg'd	USPL IP	11/23/1993	11/23/2003	
DURAPACK	2,121,621	U.S.	Reg'd	USPL IP	12/16/1997	abandoning 12/16/2007	File Aff. Of Dec. 12/17/02
DURAWOOD	1,965,161	U.S.	Reg'd	USPL IP	4/2/1996	4/2/2006	File Aff. Of Dec.4/3/01
RecycleDesign	1,785,567	U.S.	Reg'd	USPL IP	4/2/1996	4/2/2006	File Aff. Of Dec.4/3/01

TRADEMARK

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Crush Guard	2,180,208	U.S.	Reg'd	USPL IP	8/11/1998	8/11/2008	File Aff. Of Dec. 8/12/03
Grip Guard	2,156,630	U.S.	Reg'd	USPL IP	5/12/1998	5/12/2008	File Aff. Of Dec. 5/13/03
DURATIE	2,241,593	U.S.	Reg'd	USPL IP	4/27/1999	4/27/2009	File Aff. Of Dec. 4/28/04
CYCLEWOOD	2,340,492	U.S.	Reg'd	USPL IP	4/11/2000	4/11/2010	File Aff. Of Dec. 4/12/05
Carefree Building Products	2,353,629	U.S.	Reg'd	USPL IP	5/30/2000	5/30/2010	File Aff. Of Dec. 6/1/05
Durawood	4,529,756	Japan	Reg'd	USPL IP	12/14/2001	12/14/011	File Aff of Dec. 12/15/06
Great Xteriors Decking System	2,552,688	U.S.	Reg'd	USPL IP	3/26/2002	3/26/2012	File Aff. Of Dec. 3/27/07
No-Hassle Decking	2,609,410	U.S.	Reg'd	USPL IP	8/20/2002	8/20/2012	File Aff. Of Dec.
No-Hassle Decking & Railing	2,609,411	U.S.	Reg'd	USPL IP	8/20/2002	8/20/2012	File Aff. Of Dec. 8/20/07
No-Hassle Railing	2,612,276	U.S.	Reg'd	USPL IP	8/27/2002	8/27/2012	File Aff. Of Dec.

* A General Assignment of all intellectual property of USPL Corp. has been executed with USPL IP Corp., however, individual Assignment documents have not yet been prepared and filed with each respective jurisdiction.