

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/14/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Owens Corning Intellectual Capital, LLC		09/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Amerimax Building Products, Inc.
Street Address:	5208 Tennyson Parkway
Internal Address:	Suite 100
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77052986	FLEXPEBBLE
Serial Number:	77052977	FLEXSMOOTH

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 444 1000
 Email: marie.poveromo@alston.com
 Correspondent Name: Roger P. Bonenfant
 Address Line 1: 101 S. Tryon St., Suite 4000
 Address Line 2: Bank of America Plaza
 Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Roger P. Bonenfant
--------------------	--------------------

Signature:	/Roger P. Bonenfant/
Date:	10/10/2007
Total Attachments: 4 source=Owens Corning#page1.tif source=Owens Corning#page2.tif source=Owens Corning#page3.tif source=Owens Corning#page4.tif	

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

Owens Corning Intellectual Capital, LLC. a Delaware limited liability company, (herein referred to as “**Assignor**”), as of September 14, 2007, owned the entire right, title and interest in and to (1) the marks listed in Schedule A, and the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks (the “**Marks**”), and (2) to the extent such Marks are the subject of “intent-to-use” applications, the portion of all business of Assignor to which such Marks that are the subject of such “intent-to-use” applications pertain.

WHEREAS, Amerimax Building Products, Inc., a Delaware corporation, with its principal offices at 5208 Tennyson Parkway, Suite 100, Plano, Texas 75024, (herein referred to as “**Assignee**”), acquired and purchased the entire right, title, and interest in and to (1) the Marks, and the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and (2) to the extent such Marks are the subject of “intent-to-use” applications, the portion of all business of Assignor to which such Marks that are the subject of such “intent-to-use” applications pertain;

WHEREAS, Assignor and Assignee desire to confirm and perfect the assignment and sale of said Marks and all associated goodwill effective September 14, 2007;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is expressly acknowledged, the Assignor did assign, effective September 14, 2007, unto Assignee and its successors and assigns, all right, title and interest in and to the Marks and any of the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including the right to recover damages and profits for past infringements thereof, all rights as opponents in any opposition or cancellation proceeding and all rights in every jurisdiction;

AND to the extent such Marks are the subject of “intent-to-use” applications, Assignor concurrently transferred to Assignee, and its successors and assigns, pursuant to the Asset Purchase Agreement between Assignor and Assignee dated September 14, 2007, all right, title and interest in and to the portion of all business of Assignor to which such Marks that are the subject of such “intent-to-use” applications pertain;

AND for the same consideration, the Assignor hereby covenants and agrees that, at the time of execution and delivery of the assignment of rights: (1) the Assignor was the sole and lawful owner of the entire right, title, and interest in and to the Marks and the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and to the extent such Marks are the subject of “intent-to-use” applications, the portion of all business of Assignor to which such Marks that are the subject of such “intent-to-use” applications pertain; (2) the Marks were unencumbered; and (3) that the Assignor had

good and full right and lawful authority to sell and convey the Marks in the manner set forth in this Agreement;

AND for the same consideration, the Assignor hereby covenants and agrees that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Marks, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors and assigns;

AND the Assignor hereby requests that any and all aforementioned Marks be issued to the Assignee, as the Assignee of the Marks to be issued thereon for the sole use and benefit of the Assignee, its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

OWENS CORNING INTELLECTUAL
CAPITAL, LLC

By: [Signature]
Name: Inger H. Eckert
Title: PRESIDENT

The preceding Assignment was acknowledged before me this 20 day of September 2007

by Inger H. Eckert

My Commission Expires: 5/29/2011

[Signature]
Notary Public



Brooke Spieth
Notary Public, State of Ohio
My Commission Expires
5/29/2011

AMERIMAX BUILDING PRODUCTS,
INC.

By: [Signature]
Name: Mitchell B. Lewis
Title: Chief Operating Officer

The preceding Assignment was acknowledged before me this 10th day of October, 2007.

by

[Signature]
Notary Public

My Commission Expires: 1/12/2008

Notary Public, Gwinnett County, GA
My Commission Expires Jan. 12, 2008

Schedule A
Fabwel Trademarks (assigned from OCIC)

<i>Trademark</i>	<i>Status</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Goods</i>
FLEXPEBBLE	<i>Pending</i>	771052,988	29-Nov-2006			FIBERGLASS REINFORCED PLASTIC FOR USE IN THE RECREATIONAL VEHICLE INDUSTRY
FLEXSMOOTH	<i>Pending</i>	771052,977	29-Nov-2006			FIBERGLASS REINFORCED PLASTIC FOR USE IN THE RECREATIONAL VEHICLE INDUSTRY