

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CGI/SILVERCOTE INC.		02/28/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guardian Building Products Distribution, Inc.		
<b>Street Address:</b>	979 Batesville Road		
<b>City:</b>	Greer		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29651		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1639748	CGI SILVERCOTE	
Registration Number:	1196801	CGI	
Registration Number:	0505707	SILVERCOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-594-0630		
<b>Email:</b>	tmdocketing@raderfishman.com		
<b>Correspondent Name:</b>	Michael D Fishman		
<b>Address Line 1:</b>	39533 Woodward Avenue		
<b>Address Line 2:</b>	Suite 140		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	66064-0035		
<b>NAME OF SUBMITTER:</b>	Michael D. Fishman		

CH \$90.00 1639748

Signature:

/Michael D. Fishman/

Date:

10/12/2007

**Total Attachments: 3**

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## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment Of Proprietary Rights, effective this 28<sup>th</sup> day of February 2006, by CGI/Silvercote, Inc., an Ohio Corporation, at 29200 Fountain Parkway, Solon, OH 44139 ("Assignor");

WHEREAS, Assignor is owner of the entire right, title and interest in and to certain "Proprietary Rights," as hereinafter defined; and

WHEREAS, Assignor and Guardian Building Products Distribution, Inc., a Georgia corporation, at 979 Batesville Road, Greer, SC 29651 ("Assignee") have entered into an Asset Purchase Agreement dated February 14, 2006 (the "Agreement"); and

WHEREAS, Guardian wishes to acquire, and Assignor wishes to transfer to Assignee, the Proprietary Rights.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest it owns or otherwise holds in and to the following Proprietary Rights:

1. "Marks and Trade Dress," which shall mean any and all trademarks, service marks, trade names, and other terms, words, designations, designs, colors, color combinations and other indicia used or intended to be used by Assignor; any and all applications filed and registrations received for any of the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including, without limitation, those applications and registrations listed on attached Schedule A; and the GOODWILL of the business in which the foregoing are used;
2. "Works," which shall mean any and all expressions of concepts and ideas created, used or published by or for Assignor, including without limitation, any and all marketing, advertising and promotional materials in printed or other form, whether or not the same constitute "Works of Authorship" under the United States copyright laws; and any and all copyright applications filed and registrations received for any of the foregoing in the United States and elsewhere;
3. "Confidential Information," which shall mean, with respect to the Purchased Assets, any and all information developed or obtained by Assignor comprising trade secrets, proprietary information, formulas, products, protocols, forms, procedures, methods for operating Assignor's business, marketing and advertising practices and plans and financial data, whether or not any of the foregoing is embodied in written or otherwise recorded form;
4. "Inventions," which shall mean discoveries, concepts, developments and ideas, whether or not protectable under the patent or other laws, including without limitation, designs, methods, formulas, techniques, articles of manufacture,

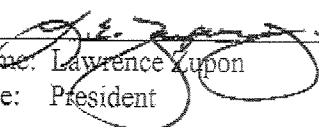
processes and procedures, as well as improvements and know-how relating thereto; and any and all applications filed and registrations received for any of the foregoing in the United States and elsewhere, including, without limitation, those applications and registrations set listed on attached Schedule B;

5. Any and all other rights and privileges provided under the copyright, patent, trademark, unfair competition, trade secret and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing or otherwise; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective officers, directors, employees, agents, affiliates, attorneys, personal and legal representatives, heirs, successors and assigns.

CGI/SILVERCOTE, INC.

  
Name: Lawrence Zupon  
Title: President

Schedule A  
Marks and Trade Dress

1. Solar Guard - State Tradename #1203100 - Ohio - Active. Expiration 1/22/2011.
2. Solar Guard - State Trademark #1220248 - Ohio - Active. Expiration 4/03/2011.
3. CGI Silvercote (Stylized) - Federal Trademark No. 1639748 - Renewed.
4. CGI (Stylized) - Federal Trademark No. 1196801 - Renewed.
5. Silvercote (Stylized) - Federal Trademark No. 505707 - Renewed.
6. IQ Plus (Stylized) - Federal Trademark No. 1976361 - Active - Section 8 & 15 Affidavits have been accepted and acknowledged.