

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flex Barrier Products, Inc.	FORMERLY Flexstrip Products International, Inc.	11/20/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	FlexBarrier Products, LLC
Street Address:	5350 Campbells Run Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15205
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3073391	FLEXSCREEN
Registration Number:	3161742	FLEXTHERM
Registration Number:	3082236	FLEXGUARD
Registration Number:	2321531	FLEXROOM
Registration Number:	2321530	FLEXVISION

CORRESPONDENCE DATA

Fax Number: (612)370-3207
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612 371 3211
 Email: tmg@lindquist.com
 Correspondent Name: LINDQUIST & VENNUM P.L.L.P.
 Address Line 1: 80 South Eighth Street, 4200 IDS Center
 Address Line 2: Connie Heikkila
 Address Line 4: Minneapolis, MINNESOTA 55402

CH \$140.00 3073391

ATTORNEY DOCKET NUMBER:	515189.0004
NAME OF SUBMITTER:	CONNIE R. HEIKKILA
Signature:	/x/
Date:	12/03/2007
Total Attachments: 5 source=flex 1#page1.tif source=flex 1#page2.tif source=flex 1#page3.tif source=flex 1#page4.tif source=flex 1#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated November 20, 2007, is by and between Flex Barrier Products, Inc. f/k/a Flexstrip Products International, Inc., a Georgia corporation ("Assignor"), and FlexBarrier Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks"); and

WHEREAS, Assignor desires to assign the Marks to Assignee and Assignee desires to acquire the Marks from Assignor; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.

2. Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title to the Marks in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights.

3. Assignor further agrees that it will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

4. Assignor agrees to reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Marks that Assignee elects to make covering the Marks, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee).

5. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

6. This Assignment shall be deemed to be made in and in all respects shall be exclusively interpreted, construed, and governed by and in accordance with the law of the State of Delaware without regard to the conflict-of-law principles thereof.

7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party hereto of any right, power, privilege, or claim under or provision of this Assignment or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party hereto making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

8. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

9. This Assignment may be executed in any number of counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Assignment by telefacsimile or e-mail of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by telefacsimile or e-mail of a PDF file also shall thereafter deliver an original executed counterpart of this Assignment but the failure to thereafter deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

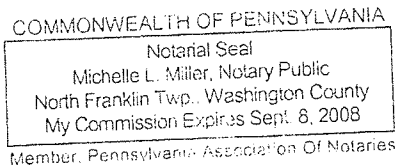
FLEX BARRIER PRODUCTS, INC.
f/k/a FLEXSTRIP PRODUCTS INTERNATIONAL, INC.

By Richard M. Rochelle
Its: President

STATE OF Pennsylvania)
)ss:
COUNTY OF Allegheny)

On this 20th day of November 2007, personally appeared Richard M. Rochelle, to me known and known to be the President of Flex Barrier Products, Inc., a Georgia corporation, and acknowledged that he executed the foregoing Assignment of Trademarks on behalf of said corporation pursuant to authority duly received.

Michelle L. Miller 9/8/08
Notary Public



ASSIGNEE:

FLEXBARRIER PRODUCTS, LLC

By _____
Its: President

STATE OF MINNESOTA)
)ss:
COUNTY OF HENNEPIN)

On this _____ day of November 2007, personally appeared Scott W. Gage, to me known and known to be the President of FlexBarrier Products, LLC, a Delaware limited liability company, and acknowledged that he executed the foregoing Assignment of Trademarks on behalf of said limited liability company pursuant to authority duly received.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

FLEX BARRIER PRODUCTS, INC.
f/k/a FLEXSTRIP PRODUCTS INTERNATIONAL, INC.

By _____
Its: President

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of November 2007, personally appeared Richard M. Rochelle, to me known and known to be the _____ of Flex Barrier Products, Inc., a Georgia corporation, and acknowledged that he executed the foregoing Assignment of Trademarks on behalf of said corporation pursuant to authority duly received.

Notary Public

ASSIGNEE:

FLEXBARRIER PRODUCTS, LLC

By Scott W. Gage
Its: President

STATE OF MINNESOTA)
)ss:
COUNTY OF HENNEPIN)

On this 20th day of November 2007, personally appeared Scott W. Gage, to me known and known to be the President of FlexBarrier Products, LLC, a Delaware limited liability company, and acknowledged that he executed the foregoing Assignment of Trademarks on behalf of said limited liability company pursuant to authority duly received.

Maggie M. Tatton
Notary Public

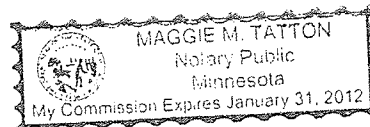


EXHIBIT A

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
FLEXSCREEN	3,073,391	USA	March 28, 2006
FLEXTHERM	3,161,742	USA	October 24, 2006
FLEXGUARD	3,082,236	USA	April 18, 2006
FLEXROOM	2,321,531	USA	February 22, 2000
FLEXVISION	2,321,530	USA	February 22, 2000

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