

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
Owens-Corning Intellectual Capital, LLC		09/14/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Noble Composites, Inc.		
Street Address:	2424 E. Kercher Road		
City:	Goshen		
State/Country:	INDIANA		
Postal Code:	46528		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3124417	CTEC	
Registration Number:	1579760	F	
Registration Number:	1625980	FABWEL	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-218-2100		
Email:	agardiner@fchs.com		
Correspondent Name:	Aimee Nassau Gardiner		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	Fitzpatrick, Cella, Harper & Scinto		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	03842.1, 2 AND 3		
NAME OF SUBMITTER:	Aimee Nassau Gardiner		

CH \$90.00 3124417

Signature:

/aimeenassaugardiner/

Date:

12/18/2007

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK AND DOMAIN NAME RIGHTS

Owens-Corning Intellectual Capital, LLC, a Delaware limited liability company, (herein referred to as "**Assignor**") owns the entire right, title and interest in 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 the entire right, title and interest in the domain name identified in Schedule B (the "**Domain Name**").

WHEREAS, **Noble Composites, Inc.**, an entity organized and existing under the laws of Indiana, with its principal offices at 2424 E. Kercher Rd., Goshen, Indiana 46528 (herein referred to as "**Assignee**"), is desirous of acquiring the entire right, title, and interest in and to the Marks and the Domain Name, 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 WHEREAS, the Assignee, as Buyer, and the Assignor, as Seller, have entered into an Asset Purchase Agreement, dated September 14, 2007 (hereinafter the "**APA**");

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is expressly acknowledged, the Assignor, subject to the license and covenants set forth herein with respect to the Other Buyer (as defined in the APA), does hereby assign unto Assignee, its successors and assigns all right, title and interest in and to the Marks, the Domain Name 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, and all rights in every jurisdiction;

AND for the same consideration, the Assignor hereby covenants and agrees, subject to the license and covenants set forth herein with respect to the Other Buyer, that, at the time of execution and delivery of this assignment of rights: (1) the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Marks, the Domain Name 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, (2) the same are unencumbered, and (3) the Assignor has good and full right and lawful authority to sell and convey the same 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 and the Domain Name, 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, and that the aforementioned Domain Name be registered in the name of the Assignee by the registrar with which that Domain Name is currently registered, as the Assignee of the Marks to be issued thereon, subject to the license and covenants set forth herein with respect to the Other Buyer, for the sole use and benefit of the Assignee, its successors and assigns;

AND the Assignee hereby covenants that for a period of 180 days from and after the Closing Date, the Other Buyer of the Metals Business (as defined in the APA) may use the Marks, except for CTEC, for the limited purpose of (i) promoting, offering for sale, selling, distributing and using Inventory which is branded or packaged with the Marks, and (ii) allowing the Other Buyer the opportunity to smoothly transition the Metals Business from the Marks to the Other Buyer's trade name(s) and/or trademarks, including without limitation, all signage, trade dress and other uses of the "Fabwel" name in the Metals Business;

AND the Assignee hereby covenants that for a period of 180 days from and after the Closing Date, the Assignee also may use the Marks (except CTEC, which is unrestricted) for the limited purpose of (i) promoting, offering for sale, selling, distributing and using Inventory which is branded or packaged with the Marks, and (ii) allowing the Assignee the opportunity to smoothly transition the Business (as

defined in the APA) from the Marks to the Assignee's trade name(s) and/or trademarks, including without limitation, all signage, trade dress and other uses of the "Fabwel" name in the Business;

AND the Assignee hereby covenants that, except as covenanted above, it will use the Marks except for CTEC only as trademarks and not for general branding purposes or as a business name, and that it will use the Marks except for CTEC only in connection with the advertising, marketing and sale of composite fiberglass products (meaning products composed primarily of fiberglass, gelcoat and resin), for use in the Recreational Vehicle industry;

AND the Assignee hereby covenants that it will use the Domain Name solely for a website maintained by the Assignee that will contain solely the Domain Name, a link to a site maintained by or for the Other Buyer, and a link to a site maintained by or for the Assignee, both links being equivalent in size and prominence, all the foregoing covenants made by the Assignee in any of the paragraphs of this assignment being for the benefit of the Other Buyer.


[Signature Page Follows]

Date: SEPTEMBER 14, 2007

By: Joseph J. Mikelonis
Name: JOSEPH J. MIKELONIS
Title: VICE PRESIDENT
Company: OWENS CORNING INTELLECTUAL
CAPITAL, LLC

The preceding Assignment was acknowledged before me this 14th day of September 2007 by JOSEPH J. MIKELONIS, VICE PRESIDENT of Owens Corning Intellectual Capital, LLC

AMY CESAR
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: My Commission Expires 10/23/2009


Notary Public

Date: _____

By: _____
Name: Jeff Craney
Title: President
Company: NOBLE COMPOSITES, INC.

The preceding Assignment was acknowledged before me this _____ day of September 2007 by Jeff Craney, President of Noble Composites, Inc.

My Commission Expires: _____

Notary Public

[Signature Page – Assignment of Trademark Rights]

Date: _____

By: _____

Name: _____

Title: _____

Company: OWENS CORNING INTELLECTUAL
CAPITAL, LLC

The preceding Assignment was acknowledged before me this _____ day of September
2007 by _____ of Owens Corning
Intellectual Capital, LLC

Notary Public

My Commission Expires: _____

Date: _____

By: Thomas J. Craney

Name: Thomas J. Craney

Title: President

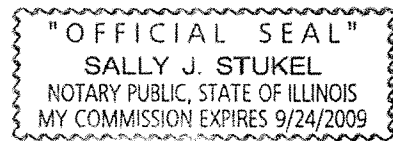
Company: NOBLE COMPOSITES, INC.

The preceding Assignment was acknowledged before me this 13th day of September
2007 by Thomas J. Craney, President of Noble Composites, Inc.

Sally Stukel
Notary Public

My Commission Expires: 9-24-2009

State of IL, County of Will
Signed before me on this 13th day
of Sept. 2007 by Thomas J. Craney
Notary Public Sally Stukel



[Signature Page – Assignment of Trademark Rights]

Schedule A

Fabwel Trademarks (assigned from OCFT)

<i>Trademark</i>	<i>Status</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Goods</i>
CTEC	Registered	781397592	07-Apr-2004	3,124,417	01-Aug-2006	MOLDED FIBER GLASS COMPOSITE PANELS FOR EXTERIOR APPLICATION TO RECREATIONAL VEHICLES AND TRAILERS
F LOGO	Registered	73,801,017	18-May-1989	1,579,760	30-Jan-1990	FIBERGLAS MATERIALS, ALUMINUM MATERIALS, RAINWEAR
FABWEL	Registered	74,800,049	19-May-1989	1,625,980	04-Dec-1990	FIBERGLASS, NAMELY FIBERGLASS SHEETS AND MOLDED FIBERGLASS FOR USE IN AUTOMOTIVE, TRUCKING, TRANSPORTATION, RV, PORTABLE AND PREFABRICATED BUILDING, CARGO TRAILERS, MOBILE HOME, COMMERCIAL AND AGRICULTURAL BUILDING, AND BUILDING CONSTRUCTION INDUSTRIES

Schedule B

Fabwel Domain Name

<i>Domain Name</i>	<i>Registrar</i>	<i>Reg. Date</i>
fabwel.com		

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