

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dixie Pacific Manufacturing LLC		02/01/2008	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	DP Alabama Holding Co., Inc.		
Street Address:	c/o HB&G Building Products, Inc., 1015 Brundidge Blvd.		
Internal Address:	P.O. Box 589		
City:	Troy		
State/Country:	ALABAMA		
Postal Code:	36081		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3219623	DURALITE	
Registration Number:	3022818	HARTMANN SANDERS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.048		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$65.00 3219623

Signature:

/sharon patterson/

Date:

02/05/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of February 1, 2008 (the “**Effective Date**”) in favor of DP ALABAMA HOLDING CO., INC., a Delaware corporation (“**Assignee**”), by DIXIE PACIFIC MANUFACTURING LLC, an Alabama limited liability company (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of January 28, 2008 (the “**APA**”); and

WHEREAS, Assignor wishes to assign to Assignee certain intellectual property rights pursuant to the APA.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest held by or licensed to Assignor (to the extent Assignor is contractually able) in and to the following:

1. Trademarks.

(a) all trademarks and service marks used primarily in the Business (as that term is defined in the APA), including the marks listed in Schedule A to this Assignment (collectively, the “**Marks**”), but expressly excluding the “Dixie-Pacific,” “QuickRail,” “QuickPost” and “DuraPoly” marks;

- (b) any and all registrations of the Marks, whether state, federal or foreign;
- (c) any and all applications to register the Marks, whether state, federal or foreign;
- (d) all common law rights in, to and under the Marks for use in the Business;

(e) all other rights in, to and under the Marks, together with the goodwill of the Business symbolized by the Marks;

(f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks in the Business from the Effective Date; and

(g) all claims or causes of action Assignor has or may have in connection with the Marks in the Business, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Marks.

2. Copyrights.

(a) all copyrights in both published works and unpublished works created by and used primarily in the Business, and all of the rights and obligations relating thereto, including without limitation, copyrights and renewals and/or extensions thereof (collectively, the "Copyrights");

(b) any and all applications to register the Copyrights;

(c) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Copyrights in the Business from the Effective Date; and

(d) all claims or causes of action Assignor has or may have in connection with the Copyrights, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Copyrights.

3. Intellectual Property.

a) all know-how, trade secrets, confidential information, customer lists, software (to the extent the same is assignable), technical information, data, databases, process technology, proprietary formulae, plans, drawings, blue prints, and all other proprietary or

intellectual property rights created and held by Assignor and used primarily in the Business (collectively, the “**Intellectual Property**”);

b) all other rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Assignor had this sale, assignment and transfer not been made;

c) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date;

d) all claims or causes of action that Assignor has or may have in connection with the Intellectual Property, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property; and

e) all rights to apply for further Intellectual Property rights arising out of, or in any way related to, the Intellectual Property transferred by this Agreement, including all inventions and discoveries, whether patentable or unpatentable.

Assignor hereby further agrees and promises to execute all instruments and render reasonable assistance to confirm in Assignee legal title to any of the foregoing without charge to Assignee.

The rights granted hereby shall be held and enjoyed by Assignee, for its own use, and for its successors, legal representatives and assigns.

[signature page follows]

IN WITNESS WHEREOF, Assignors have each caused this Intellectual Property Assignment to be duly executed by a duly authorized representative as of the date first above written.

DIXIE-PACIFIC MANUFACTURING LLC

By: Frank Glover
Name: Frank Glover
Title: President

FORTUNE BRANDS, INC.

By: _____
Name: Allan J. Snape
Title: Vice President – Business Development

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, Assignors have each caused this Intellectual Property Assignment to be duly executed by a duly authorized representative as of the date first above written.

DIXIE-PACIFIC MANUFACTURING LLC

By: _____
Name: Frank Glover
Title: President

FORTUNE BRANDS, INC.

By: Allan J. Snape
Name: Allan J. Snape
Title: Vice President - Business Development

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

Marks

Mark	Registration No.	Registration Date
DURALITE	3219623	March 20, 2007
HARTMANN-SANDERS	3022818	December 6, 2005

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