

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
M. J. Mullane Company, Inc.		10/02/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Berger Building Products, Inc.		
Street Address:	805 Pennsylvania Boulevard		
City:	Feasterville		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2529702	SNOW BOSS	
Registration Number:	2437695	BRONZE GUARD	
CORRESPONDENCE DATA			
Fax Number:	(610)670-9901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-670-9000		
Email:	LMiller@millerlawgroup.net		
Correspondent Name:	Larry W. Miller		
Address Line 1:	25 Stevens Avenue		
Address Line 4:	West Lawn, PENNSYLVANIA 19609		
ATTORNEY DOCKET NUMBER:	BERGER - MULLANE		
NAME OF SUBMITTER:	Larry W. Miller		
Signature:	/Larry W. Miller/		

OP \$65.00 2529702

Date:

02/22/2008

Total Attachments: 11

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of October 2, 2006, by and between Berger Building Products, Inc., a Pennsylvania corporation ("Buyer"), Michael J. Mullane, an individual residing in the Commonwealth of Massachusetts ("Seller"), and M. J. Mullane Company, Inc., a Massachusetts corporation (the "Company").

WHEREAS, Seller owns Five Thousand (5,000) shares of no-par common stock of the Company representing One Hundred Percent (100%) of the issued and outstanding shares of common stock of the Company;

WHEREAS, the Company, Seller and Janusz Kwiatkowski, an individual residing in the Commonwealth of Massachusetts ("Janusz"), have entered into an Intellectual Property assignment agreement(s) (1) transferring certain Intellectual Property rights of Seller and Janusz to the Company and (2) terminating that certain royalty agreement (the "Royalty Agreement") between Seller and Janusz that provides for a 50:50 type arrangement for third party royalties or licenses;

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's shares of common stock of the Company (the "Shares");

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I. SALE OF STOCK

Section 1.01 The Sale. Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, transfers and delivers to Buyer, and Buyer accepts and purchases from Seller, the Shares, for an aggregate purchase price of \$750,000 in immediately available funds (the "Purchase Price").

Section 1.02 Deliveries. (a) Seller hereby delivers to Buyer a certificate or certificates representing all of the Shares, accompanied by stock powers duly executed in blank, and any other instruments necessary to transfer to Buyer good and marketable title to such Shares, and (b) Buyer hereby delivers to Seller the Purchase Price in immediately available funds by wire transfer to an account specified by Seller.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedule prepared by the Seller and delivered to Buyer simultaneously with the execution hereof (the "Seller's Disclosure Schedule"), the Seller hereby represents and warrants to Buyer that:

Section 2.01 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. The Company has heretofore delivered to Buyer complete and correct copies of the Articles of Organization and by-laws, as currently in effect, of the Company.

Section 2.02 Capitalization; Equity Investment. (a) The authorized capital stock of the Company consists of 20,000 shares of common stock, no par value per share, 5,000 of which are issued and outstanding and owned by Seller. Seller owns all of the Shares free and clear of all pledges, security interests, liens, charges, claims or encumbrances of whatever nature. All the issued and outstanding Shares are validly issued, fully paid and non-assessable and free of preemptive rights. There are not any outstanding subscriptions, options, warrants, calls, rights, convertible securities or other agreements or commitments of any character obligating Seller or the Company to issue, transfer or sell any shares of capital stock or other securities of the Company. The Company does not own any equity interest in any corporation, partnership, joint venture or other business entity.

Section 2.03 Authority Relative to this Agreement. Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

Section 2.04 Consents and Approvals; No Violations. No filing with, and no permit, authorization, consent or approval of, any public body or authority, including courts of competent jurisdiction, domestic or foreign (a "Governmental Entity"), is necessary for the consummation by Seller of the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby nor compliance by Seller with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or other similar charter documents) of the Company, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, contract, agreement or other instrument or obligation to which the Company is a party or by which it or any of its properties or assets may be bound or (c) violate any order, writ, injunction, decree, statute, treaty, rule or regulation applicable to the Company or any of its properties or assets.

Section 2.05 Personal Property. Schedule 2.05 contains a complete and correct list of all items of tangible personal property that are owned by the Company (collectively, the "Owned Personal Property"). The Company has good, valid and marketable title to each item of Owned Personal Property, free and clear of all liens, claims, encumbrances or interests.

Section 2.06 Absence of Undisclosed Liabilities. The Company has no obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether known or not known to the Company or Seller, whether due or to become due and regardless of when or by whom asserted) arising out of any transaction entered at or prior to the date hereof, or any state of facts existing at or prior to the date hereof, other than (a) liabilities reflected on the balance sheets of the Company as of and for the partial year ended August 30, 2006 (the "Latest Balance Sheet"), and (b) liabilities and obligations which have arisen after the date of the Latest Balance Sheet in the ordinary course of business consistent with the past practices of the Company (none of which is a liability for breach of contract, breach of warranty, tort, infringement, violation of law, claim or lawsuit).

Section 2.07 No Default. The Company is not in default or violation (and no event has occurred which with notice or the lapse of time or both would constitute a default or violation) of any term, condition or provision of (a) its Articles of Organization of incorporation or bylaws (or other similar organizational documents), (b) any note, bond, mortgage, indenture, license, contract, agreement or other instrument or obligation to which the Company is a party or by which it or any of its properties or assets may be bound, or (c) any law, order, writ, injunction, decree, statute, rule or regulation applicable to the

Company. Further, Seller and the Company certify that they have complied with the requirements contained in Article V of the Company's Articles of Organization in connection with the transactions contemplated by this Agreement.

Section 2.08 Litigation. There is no action, suit, proceeding or investigation pending or threatened, involving the Company. To the best of Seller's knowledge and belief, there is no set of facts that could reasonably result in any suits or other legal proceedings or actions, civil or criminal, that in any way will or might jeopardize the ability of Seller to perform his obligations hereunder.

Section 2.09 Taxes. All federal, state, local and foreign tax returns required to be filed by or with respect to the Company have been duly filed with the appropriate taxing authorities. All Taxes (as defined below) due have been paid in full. All deficiencies and assessments asserted as a result of any examinations or other audits by federal, state, local or foreign taxing authorities have been paid or fully settled and no issue or claim has been asserted for Taxes by any taxing authority for any prior period, the adverse determination of which would result in a deficiency, other than those heretofore paid. There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any federal, state, local or foreign income tax return of the Company. For purposes of this Agreement, "Taxes" shall mean all taxes, assessments and governmental charges imposed by any federal, state, local or foreign government, taxing authority, subdivision or agency thereof, including interest, penalties or additions thereto.

Section 2.10 Intellectual Property.

(a) The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) as are necessary to, or are currently used in, the conduct of the Company's business as now conducted and as presently proposed to be conducted (the "Company Intellectual Property"), without any conflict with, or infringement of, the rights of others, and without any obligation to pay any royalties or other fees to any third party. All Company Intellectual Property owned by the Company is hereinafter referred to as "Owned Intellectual Property." Schedule 2.10 lists and describes each item of Owned Intellectual Property. The Company owns all right, title and interest in and to all Owned Intellectual Property and all Owned Intellectual Property is valid and has been obtained and maintained in material compliance with all laws, regulations and orders. The Owned Intellectual Property is all the Intellectual Property necessary to conduct the business of Company as presently conducted and as proposed to be conducted, and, Company has not distributed or disclosed any Owned Intellectual Property without a written agreement which protects and preserves ownership rights therein. There are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to any of the Company Intellectual Property, including, without limitation, the Owned Intellectual Property. The Seller is not aware of, and the Company has not received any information indicating, the occurrence of any violation or infringement by a third party of any of the Company Intellectual Property. Neither the Seller nor the Company has received any communications alleging, nor does the Seller have any reason to believe, that (i) the Company has violated or, by conducting its business as currently conducted and proposed to be conducted, would violate any of the Intellectual Property rights of any other person or entity, or (ii) any Company Intellectual Property is invalid or unenforceable by the Company.

(b) For the purposes of this Agreement, "Intellectual Property" means the tangible and intangible rights or interests and intellectual property rights evidenced by, embodied in, or associated with: (i) any idea, algorithms, design, concept, technique, methodology, process, invention, discovery or improvement, whether or not patentable, including all United States and foreign patents, patent applications, patent license rights, industrial design registrations, patentable inventions and certificates of invention, and all continuations, continuations in part, re-issues and re-examinations relating thereto; (ii) any works of authorship or expression which includes but is not limited to computer software (including

source code and object code), databases and business plans, whether or not copyrightable, including moral rights and copyrights recognized by law, together with any renewal or extension thereof; (iii) any logos, trademarks, trademark applications, domain names, mask works, licenses, service marks, trade names and trade dress, and all goodwill relating thereto; (iv) any trade secrets, technology licenses, confidential information, shop rights and other information, proprietary or intellectual property rights and processes owned or claimed and embodied therein, or associated therewith, or similar rights protectable under any laws or international conventions throughout the world, and (v) in each case of the foregoing items (i) through (iv), the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

Section 2.11 Financial Statements. Schedule 2.11 contains complete and correct copies of the balance sheets and statements of income and cash flow from operations of the Company as of and for the period ended December 31, 2005 and the partial year ended August 30, 2006 (collectively, the "Financial Statements"). The Financial Statements (a) are in accordance with the books and records of the Company, (b) have been prepared in accordance with United States generally accepted accounting principles, and (c) present fairly in all material respects the financial position of the Company as of the dates indicated and the results of its operations for the periods indicated. Since December 31, 2005, Seller and the Company have conducted the Company's business in the ordinary course of business consistent with past practices.

2.12 Real Property. The Company neither owns, nor is a party to any lease agreement for, any real property.

2.13 Employees and Employee Benefits. The only employees of the Company are Janusz and Mullane and the Company has never employed any other persons. All Employee Benefit Plans of the Company and its ERISA Affiliates were terminated effective as of the day prior to the date hereof and no further liability or obligation of the Company exists with respect to any Employee Benefit Plan. Each Employee Benefit Plan previously sponsored by the Company or its ERISA Affiliates or under which the Company had any obligation or liability, contingent or otherwise, at all times complied with the applicable requirements of ERISA, the Internal Revenue Code, the provisions of such Employee Benefit Plan and all other laws and requirements applicable to such Employee Benefit Plan. For purposes of this paragraph, the term Employee Benefit Plan shall mean any "employee benefit plan" within the meaning of Section 3(3) of ERISA and any other plan, arrangement or understanding for the benefit of any current or former employee, retiree or independent contractor or any spouse, dependent or beneficiary thereof. ERISA Affiliate of the Company means any other entity which, together with the Company, would be treated as a single employer under Code Section 414 or ERISA Section 4001(b).

2.14 Contracts. Except as set forth on Schedule 2.14, the Company is not party to, subject to or bound by any written or oral contract, lease, agreement, instrument or commitment. With respect to those items set forth on Schedule 2.14, (a) the Company is not in default under any such item, and no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance by the Company under any such item; and (b) each such item is in full force and effect and is valid and binding on the Company and, to the knowledge of the Company, each other party thereto, enforceable against such parties in accordance with its terms, except as enforceability may be limited by bankruptcy laws, other similar laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedule prepared by the Buyer and delivered to Seller simultaneously with the execution hereof (the "Buyer's Disclosure Schedule"), the Buyer hereby represents and warrants to Seller that:

Section 3.01 Organization and Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

Section 3.02 Consents and Approvals; No Violations or Litigation. No filing with, and no permit, authorization, consent or approval of, any Governmental Entity, is necessary for the consummation by Buyer of the transactions contemplated by this Agreement. Neither execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby nor compliance by Buyer with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws of Buyer, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, contract, agreement or other instrument or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound or (c) violate any order, writ, injunction, decree, statute, treaty, rule or regulation applicable to Buyer.

There is no set of facts that could reasonably result in any suits or other legal proceedings or actions, civil or criminal, that in any way will or might jeopardize the ability of Buyer to perform its obligations hereunder.

Section 3.03 Acquisition of Shares for Investment. Buyer is acquiring the Shares for investment and not with a view toward the distribution thereof. Buyer agrees that such Shares may not be sold or otherwise disposed of without registration under the Securities Act of 1933, as amended (the "Act"), except pursuant to an exemption from such registration available under the Act.

ARTICLE IV. COVENANTS

Section 4.01 Further Assurances. Seller and Buyer agree that, from time to time after the date hereof, each of them will execute and deliver such further instruments and take such other action as may be necessary to make effective the transactions contemplated hereby.

Section 4.02 Brokers or Finders. Each of Buyer and Seller covenants, as to itself and its affiliates, that no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

Section 4.03 Non-Compete. Seller agrees that for the period ending on the five (5) year anniversary of the date hereof, he will not, within the United States of America, either directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of, any business, whether in corporate, proprietorship or partnership form or otherwise where such

business is engaged in the manufacture, design and sale of roofing goods and related safety items, including but not limited to snow guards, snow stops or ice guards for new, and to retro fit, roofs of all types. The parties hereto specifically acknowledge and agree that the foregoing covenant and agreement are made and given by Seller in connection with the sale of the Shares and in order to protect and preserve to Buyer the benefit of its bargain in the purchase of the Shares, that the remedy at law for any breach of the foregoing will be inadequate, and that Buyer, in addition to any other relief available to it, shall be entitled to seek temporary and permanent injunctive relief without the necessity of proving actual damage. In the event that the provisions of this Section 4.03 should ever be deemed to exceed the limitation provided by applicable law, then the parties hereto agree that such provisions shall be reformed to set forth the maximum limitations permitted.

Section 4.04 Consulting Services. Seller shall provide consulting and advisory services to Buyer for a period of six (6) months from the date hereof. In consideration for such services, on the date hereof Buyer shall, Buyer shall cause the Company to execute and deliver all documents necessary to, transfer ownership of the two (2) motor vehicles listed on Schedule 4.04 to Seller. In connection with such transfer, Buyer shall, or Buyer shall cause the Company to, repay the vehicle loan balance listed on Schedule 4.04.

ARTICLE V. INDEMNIFICATION

From and after the date hereof, Seller shall indemnify and hold harmless Buyer and its affiliates (including, after the date hereof, the Company), each of Buyer's and its affiliates' directors, officers, employees, representatives and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Representatives") from and against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims and damages (collectively "Damages") to the extent they are the result of any breach of any representation or warranty or failure to perform any covenant made by or on behalf of Seller, under this Agreement or in the Seller's Disclosure Schedule or any certificate, document or other instrument contemplated hereby and delivered by Seller in connection herewith.

From and after the date hereof, Buyer shall indemnify and hold harmless Seller and his Representatives from and against any Damages to the extent they are the result of any breach of any representation or warranty or failure to perform any covenant made by or on behalf of Buyer, under this Agreement or in the Buyer's Disclosure Schedule or any certificate, document or other instrument contemplated hereby and delivered by Buyer in connection herewith.

ARTICLE VI. MISCELLANEOUS

Section 6.01 Notices. All notices and other communications hereunder shall be in writing (and shall be deemed given upon receipt) if delivered personally, telecopied (which is confirmed) or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Buyer, to

Berger Building Products, Inc.
c/o Euramax International, Inc.
5445 Triangle Parkway
Suite 350
Norcross, Georgia 30092
Attention: J. David Smith

(b) if to Seller, to

M. J. Mullane Company, Inc.
9 Bonazzoli Avenue
Building 2
Hudson, MA 01749
Attention: Michael Mullane
Telephone: 866-784-9490

Telephone: 770-239-9521
Facsimile: 770-263-8031

Facsimile: _____

with a copy to

with a copy to:

Andrew M. Stephenson
Alston & Bird LLP
1201 West Peachtree St.
Atlanta, GA 30309
Telephone: 404-881-4705
Facsimilie: 404-253-8159

Leo J. Cushing, Esq.
Cushing & Dolan, P.C.
24 School Street, Suite 300
Boston, MA 02108
Telephone 617-523-1555
Facsimilie: 617-523-5653

Section 6.02 Descriptive Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 6.03 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that the parties need not all sign the same counterpart.

Section 6.04 Entire Agreement; Assignment. This Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) shall not be assigned by operation of law or otherwise, provided, that Buyer may assign its rights and obligations to any wholly-owned subsidiary of Buyer, but no such assignment shall relieve Buyer of its obligations hereunder if such assignee does not perform such obligations.

Section 6.05 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any applicable principles of conflicts of law.

Section 6.06 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 6.07 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.08 Legal Fees and Expenses. Each of the parties hereto shall be responsible for all of his or its fees and expenses, including any and all reasonable fees of attorneys and accountants incurred by him or it in connection with the preparation, negotiation and execution of this Agreement.

Section 6.09 Neutral Construction. The parties to this Agreement agree that it was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing, if any, with regard to the contents of this Agreement and the rights and obligations created or modified hereby. The parties agree that this Agreement shall be deemed to have been jointly

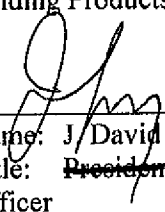
and equally drafted by them, and that the provisions of this Agreement shall not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, as of the date first above written.

BUYER:

Berger Building Products, Inc.

By: _____


Name: J. David Smith
Title: ~~President and~~ Chief Executive
Officer

SELLER:

Michael J. Mullane

For the purposes of Article II only:

M. J. Mullane Company, Inc.

By: _____

Name: Michael J. Mullane
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, as of the date first above written.

BUYER:

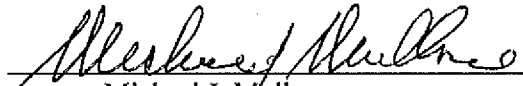
Berger Building Products, Inc.

By: _____

Name: J. David Smith

Title: President and Chief Executive Officer

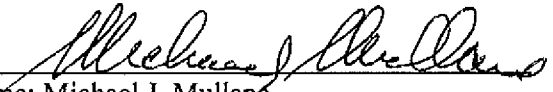
SELLER:



Michael J. Mullane

For the purposes of Article II only:

M. J. Mullane Company, Inc.

By: 

Name: Michael J. Mullane
Title: President

Schedule 2.10
Intellectual Property

Patents:

1. U.S. Design Patent No. 455,068 - covers SNOW BOSS & related plastic snow stops
2. U.S. Design Patent No. 457,423 - covers SNOW BOSS & related plastic snow stops
3. U.S. Design Patent No. 475,613 - covers SNOW BOSS & related plastic snow stops
4. U.S. Design Patent No. 419,863 - covers snow-restraining member for snow stops such as in BRONZE GUARD line
5. U.S. Patent No. 5,371,979 - covers snow stop with a folded snow-restraining member
6. U.S. Trademark Reg. No. 2,529,702 - SNOW BOSS
7. U.S. Trademark Reg. No. 2,437,695 - BRONZE GUARD
8. U.S. Design Patent No. 511,451 - covers SNOW BOSS & related plastic snow stops
9. U.S. Patent No. 6,996,938 - utility patent covers SNOW BOSS plastic snow stop
10. U.S. Patent Application No. 11/076,644 - continuation of application with led to U.S. Patent No. 6,996,938 and covers round base snow stops
11. U.S. Patent No. 5,570,557 - covers snow stop roofing with protrusion and/or wedge snow stop

