

**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>
American BOA, Incorporated		07/10/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simpson Dura-Vent Company, Inc.		
<b>Street Address:</b>	877 Cotting Court		
<b>City:</b>	Vacaville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95696-1510		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77466837	VENTINOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)421-2922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4154216500		
<b>Email:</b>	joconnell@sflaw.com		
<b>Correspondent Name:</b>	Shartsis Friese LLP		
<b>Address Line 1:</b>	One Maritime Plaza		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	1435-015		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. O'Connell		
<b>Signature:</b>	/Jeffrey A. O'Connell/		
<b>Date:</b>	08/07/2008		

CH \$40.00 77466837

Total Attachments: 4

source=Simpson Assignment#page1.tif

source=Simpson Assignment#page2.tif

source=Simpson Assignment#page3.tif

source=Simpson Assignment#page4.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of July 10, 2008, between American BOA, Incorporated, a Delaware corporation ("Assignor"), and Simpson Dura-Vent Company, Inc., a California corporation ("Assignee").

A. Assignor is the owner of the trademarks and service marks listed on Schedule A attached hereto and incorporated herein (the "Marks") and the pending United States application for registration listed on Schedule A (the "Registration Application"). Assignee desires to acquire and own exclusively the entire right, title and interest in and to the Marks in the United States, Canada and Mexico and the Registration Application (collectively, the "Trademark Rights") for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute, pursuant to the terms of that certain Asset Purchase Agreement dated as of July 10, 2008 (the "Asset Purchase Agreement"), by and between Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of the Trademark Rights. Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, full and exclusive right, title and interest in and to the Trademark Rights that Assignor may now have or ever has had for any and all purposes, together with all goodwill of the business symbolized by the Trademark Rights. The foregoing assignment of the Trademark Rights includes, without limitation, (a) the right to register the Trademark Rights in the United States and in Canada and Mexico, (b) all right, title and interest in and to the Registration Application and any registration which may issue as a result thereof, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Trademark Rights, and (d) the right to enforce, sue for and collect damages by reason of any past, present or future infringement or misuse of any of the Trademark Rights.

2. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments and documents that Assignee may reasonably consider necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend, effect or enforce this Assignment as well as Assignee's right, title and interest in and to the Trademark Rights, and to effect the assignment and transfer of the Registration Application to Assignee, including but not limited to the recordation of this Assignment in the United States Patent and Trademark Office and in Canada, Mexico and any jurisdiction therein.

3. No Prior Transfers. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in and to any of the Trademark Rights or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Trademark Rights. Assignor shall discontinue all use of the Trademark Rights on the Closing Date (as such term is defined in the Asset Purchase Agreement).

4. Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

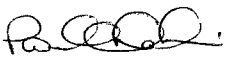
6. Governing Law. This Assignment shall be governed by and interpreted pursuant to the laws of the State of California.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

AMERICAN BOA, INCORPORATED

By:   
Paul Chahine, President

ASSIGNEE:

SIMPSON DURA-VENT COMPANY, INC.

By: \_\_\_\_\_  
Stephen P. Eberhard, President

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and interpreted pursuant to the laws of the State of California.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

AMERICAN BOA, INCORPORATED

By: \_\_\_\_\_  
Paul Chahine, President

ASSIGNEE:

SIMPSON DURA-VENT COMPANY, INC.

By: Stephen P. Eberhard  
Stephen P. Eberhard, President

**SCHEDULE A**

**DESCRIPTION OF MARKS  
AND REGISTRATION APPLICATION**

Marks

Ventinox  
Ventinox VFT  
Ventinox HiFlex  
Ventinox VG

Registration Application

Ventinox – Serial Number 77/466837