

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Acquisition Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Osmose, Inc.		12/16/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Home Depot U.S.A., Inc.		
<b>Street Address:</b>	2455 Paces Ferry Road		
<b>Internal Address:</b>	Store Support Center, C-20		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77624614	WEATHERSHIELD	
<b>Registration Number:</b>	1099134	WEATHERSHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(770)384-5831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7704338211		
<b>Email:</b>	sheldon_shorter@homedepot.com		
<b>Correspondent Name:</b>	Sheldon D. Shorter, IP Paralegal		
<b>Address Line 1:</b>	2455 Paces Ferry Road, NW		
<b>Address Line 2:</b>	Store Support Center, C-20		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339-4024		
<b>ATTORNEY DOCKET NUMBER:</b>	WEATHERSHIELD TMS		
<b>NAME OF SUBMITTER:</b>	Sheldon D. Shorter, TM Administrator		

CH \$65.00 77624614

Signature:	/Sheldon D. Shorter/
Date:	12/24/2008
<b>Total Attachments: 4</b> source=Weathershield agreement#page1.tif source=Weathershield agreement#page2.tif source=Weathershield agreement#page3.tif source=Weathershield agreement#page4.tif	

## **TRADEMARK ACQUISITION AGREEMENT**

This Trademark Acquisition Agreement ("Agreement") is made and entered into as of December 16, 2008, by and between **Home Depot U.S.A., Inc.**, a Delaware corporation with offices at 2455 Paces Ferry Road, Atlanta, Georgia 30339 and any of its present or future parents, affiliates and wholly-owned subsidiaries (hereinafter separately and collectively referred to as "Home Depot"), and **Osmose, Inc.**, a New York corporation with a principal place of business at 980 Ellicott Street, Buffalo, New York 14209 (hereinafter referred to as "Company").

### **Statement of Purpose**

Whereas, the parties desire to set forth their agreement for Company to transfer its worldwide rights to the Weathershield brand to Home Depot;


Therefore, in consideration of the mutual covenants and premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

### **Terms**

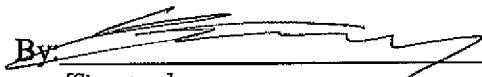
1. Parties acknowledge that Company has adopted, used, and is using the mark "Weathershield" in connection with treated wood, and chemical products used to treat wood. Parties further acknowledge that Company will financially benefit if Home Depot purchases pressure treated lumber from any of Company's customers, including Universal Forrest Products and Great Southern.
2. Home Depot agrees to purchase from Company's customers a minimum of one-million dollars (\$1,000,000) worth of pressure treated lumber during the 2009 calendar year.
3. Company agrees to immediately transfer, grant, convey, assign and relinquish to Home Depot all worldwide right, title and interest in and to the Weathershield brand, including the marks set forth in Attachment 1 hereto, all of Company's common-law rights in the marks, the goodwill of the business symbolized by the marks, and all documents relating to the rights to and usage of the marks.
4. Company agrees to execute the Trademark Assignment set forth in Attachment 2, and to provide assistance and to take any further action as requested by Home Depot to transfer worldwide right, title, and interest in the Weathershield brand to Home Depot.
5. Any and all modifications or amendments to this Agreement shall be in writing and signed by the parties.
6. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute a single instrument.

7. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding any and all previous oral and written representations, communications, understandings or agreements.

Agreed and Accepted:  
**HOME DEPOT U.S.A., INC.**

By:   
[Signature]  
\_\_\_\_\_  
MVP-21  
[Title]  
\_\_\_\_\_  
12-23-08  
[Date]  
\_\_\_\_\_

Agreed and Accepted:  
**OSMOSE, INC.**

By:   
[Signature]  
\_\_\_\_\_  
Asst Secretary  
[Title]  
\_\_\_\_\_  
12/16/08  
[Date]  
\_\_\_\_\_

**Attachment 1**

**WEATHERSHIELD MARKS**

<b>Country</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>International Class</b>	<b>Goods</b>
U.S.	1099134	73036644	2	Water repellent additive for wood preservatives.
U.S.		77624614	19	Treated wood.

Attachment 2

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 16th day of December, 2008 by OSMOSE, INC., a New York corporation, having its principal place of business at 980 Ellicott Street, Buffalo, New York 14209 ("Assignor") and HOMER TLC, Inc., a Delaware corporation, having its principal place of business at 1007 Orange Street, Nemours Building, Suite 1424, Wilmington, Delaware 19801 ("Assignee"). The parties agree as follows:

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to US Trademark Registration No. 1099134 and US Trademark Application No. 77624614.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and convey to Assignee all of Assignor's right, title and interest in and to US Trademark Registration No. 1099134 and US Trademark Application No. 77624614 together with any artwork, marketing collateral and all other goodwill of the business symbolized by the Marks, including, without limitation, Assignor's right, title and interest in and to (1) the right to sue for past, present and future infringements of the Marks; (2) all damages and payments for past or future infringements thereof; (3) the right to secure registrations for the Marks; and (4) the right to secure all renewals for any registration of the Marks.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNOR  
OSMOSE, INC.

By: \_\_\_\_\_

Name: Cecelia Tommawoj

Title: Asst Secretary

ASSIGNEE

HOMER TLC, INC.

By: \_\_\_\_\_

Name: Keith R. Satteschew

Title: Assistant Secretary