

2/19/09

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2010)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

02-20-2009



103549129

To the Director of the U. S. Patent and Trademark Office, by assignment, or the new address(es) below.

1. Name of conveying party(ies):

Emint, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited liability company
Citizenship (see guidelines) Oregon
Additional names of conveying parties attached? Yes No

Name of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No
Name: L.B.L. Inc.
Internal Address: _____
Street Address: 23555 NE Halsey
City: Troutdale
State: Oregon
Country: USA Zip: 97060
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Oregon
 Other _____ Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) February 16, 2009
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
77629801
77629818
B. Trademark Registration No.(s)
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Application number 77629801 was filed on 12/9/08 for the word mark "LBL Windows."
Application number 77629818 was filed on 12/9/08 for a design mark shown on Exhibit 1 attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Randall L. Duncan
Internal Address: Harrang Long Gary Rudnick, P.C.
Street Address: 1001 SW 5th Ave., 16th Floor
City: Portland
State: Oregon Zip: 97204
Phone Number: (503) 242-0000
Fax Number: (503) 241-1458
Email Address: randallrduncan@harrang.com

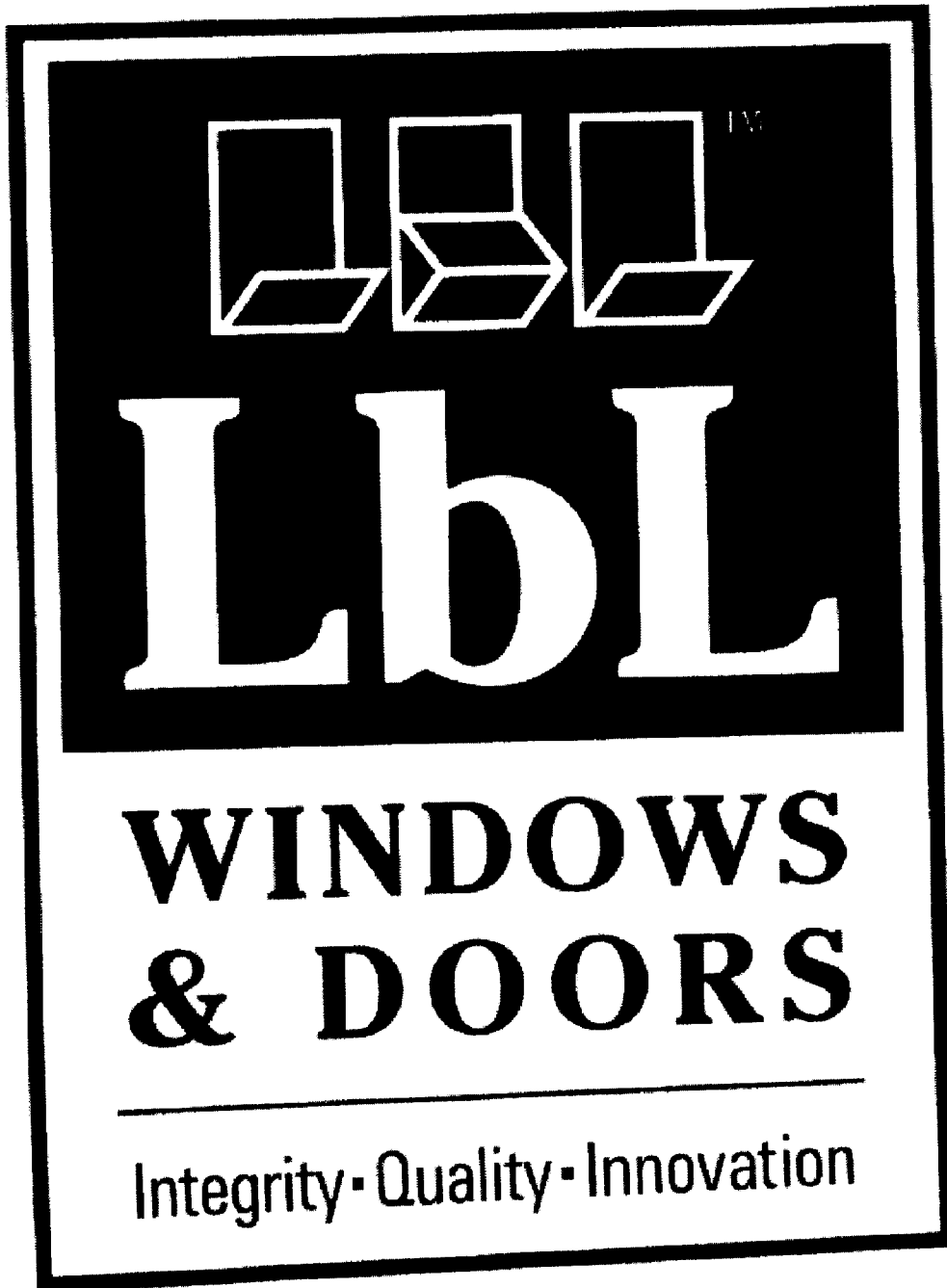
6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number 02/19/2009 MJA#1 00000044 77629801
Authorized User Name 48.00
25.00

9. Signature: Randall L. Duncan Signature
February 17, 2009 Date
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 4: Application number 77629818 design mark.



ASSIGNMENT OF TRADEMARKS

This Agreement is entered this 17 day of February, 2009 between Emint, LLC, an Oregon limited liability company, hereinafter referred to as "Assignor," and L.B.L. Inc., an Oregon corporation, hereinafter referred to as "Assignee."

WHEREAS, Assignor has registered for use of the word mark "LBL Windows" and the design mark indicated on Exhibit A attached hereto (the "Marks"). Registration applications for both Marks were filed with the U.S. Patent and Trademark Office on December 9, 2008.

WHEREAS, Assignee is desirous of acquiring the Marks and the registration thereof, and Assignor is desirous to assign the Marks and the registrations.

WHEREAS, Assignor and Assignee are parties to the Intellectual property Licensing Agreement attached hereto as Exhibit B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said Marks, the goodwill of the business symbolized by said Marks, along with the registrations thereof, the number of which is contained herein. Assignor and Assignee also hereby terminate the Intellectual property Licensing Agreement attached hereto as Exhibit B.

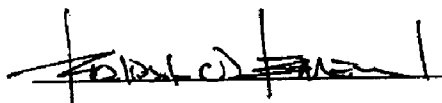
L.B.L. Inc.

By: 

Name: Randal O. Emerson

Its: President

Emint, LLC

By: 

Name: Randal O. Emerson

Its: Sole Member and Manager

ASSIGNMENT OF TRADEMARK

**INTELLECTUAL PROPERTY
LICENSE AGREEMENT**

This **Intellectual Property License Agreement** (this "Agreement") is made and entered into as of _____, 2002, by and between **EMINT, LLC**, a Oregon limited liability company ("Licensor"), and **L.B.L., Inc.** an Oregon corporation ("Licensee").

RECITALS

WHEREAS, Licensor is the owner of the intellectual property described on Exhibit A, attached hereto and by this reference incorporated herein, and the goodwill of the business symbolized thereby (the "Intellectual Property"); and

WHEREAS, Licensee is a manufacturer, distributor, and promoter of certain products which require the use of the Intellectual Property (the "Products"), and desires to license the Intellectual Property from Licensor for use in connection with the manufacture, distribution and promotion of the Products.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties intending to be legally bound, hereto, agree as follows:

AGREEMENT

1. *Grant Of License.* Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, subject to the terms and conditions of this Agreement, an exclusive, nontransferable license in the Intellectual Property solely for Licensee's use in connection with the manufacture, distribution and promotion of the Products.

2. *License Fee.* For the rights granted to Licensee herein, Licensee agrees to pay a royalty fee as provided on Exhibit B, attached hereto and incorporated herein, payable on no less than a quarterly basis. The licensee fee due hereunder is exclusive of any applicable federal, state or local taxes.

3. *Licensee's Rights and Obligations.*

3.1 Licensee may use the Intellectual Property in furtherance of the manufacture, distribution, marketing, and promotion of the Products as outlined above, and for no other purpose without the prior written consent of Licensor, which shall not be unreasonably withheld.

3.2 Licensee shall use the Intellectual Property in a reasonable manner, and shall contact Licensor in writing at least fourteen (14) days prior to its intended use of the Intellectual Property other than for the uses set forth in Section 3.1 and Exhibit A. If written consent is not obtained, Licensee shall not use the Intellectual Property for the proposed use. **LICENSEE MAY NOT USE, COPY, MODIFY, OR TRANSFER THE**

INTELLECTUAL PROPERTY EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

3.3 Licensee shall not allow any reduction in the quality of the manufacture, distribution, marketing, and promotion of the Products.

3.4 Licensee shall keep the Intellectual Property confidential to the extent it has not otherwise been disclosed in public, and will take all actions, including filing lawsuits to protect any patent, patent pending, trademark, copyright, confidential process or other confidential information related to the Intellectual Property.

3.5 Licensee will take all reasonable actions to effectuate the terms of this Agreement.

4. *Ownership and Use.*

4.1 Licensee acknowledges that Licensor is, and shall remain, the sole and exclusive owner of the Intellectual Property. Licensor shall retain all proprietary rights in the Intellectual Property, including but not limited to all processes, ideas, data, and printed material, except as specifically agreed in this Agreement.

4.2 Licensee agrees that it will do nothing inconsistent with Licensor's ownership of the Intellectual Property and shall not claim adversely to Licensor, or assist any third party in attempting to claim adversely to Licensor, with regards to ownership of the Intellectual Property. Licensee agrees it will not challenge the title of Licensor to the Intellectual Property, oppose any registration thereof, or challenge the validity of this Agreement, or the licensees granted herein. Furthermore, Licensee shall not register, nor attempt to register any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Intellectual Property.

5. *Confidential Information.*

5.1 *Confidentiality.* Licensor and Licensee acknowledge and agree to keep secret and maintain in confidence the terms of this Agreement and all confidential and proprietary information and data of the other party disclosed to it in connection with the performance of its obligations under this Agreement (hereinafter "Confidential Information"). Further, the parties agree that their respective Confidential Information is a valuable and unique asset and is the sole and exclusive property of the respective party. Neither party shall, during the term of this Agreement, or after termination of this Agreement for any reason, disclose any Confidential Information for its benefit or any other person, except with prior written consent in each instance.

Confidential Information shall not include information that one party can conclusively establish: (a) entered or subsequently enters the public domain without a breach of any obligation owed to the other party; or (b) became known from a source other

than the other party without a breach of an obligation of confidentiality; or (c) is independently developed by recipient outside of its involvement with the other party.

5.2 *Return of Documents and Property.* Each party acknowledges and agrees that all originals and all copies of advertisements, signs, pamphlets, documents, records, reports, files, correspondence, lists, plans, drawings, books, memoranda, notes, sketches, summaries, schedules, codes, tapes, samples, account cards, price lists, customer lists, brochures and other documentation and property containing any Confidential Information are and shall be the sole and exclusive property of the respective party, and shall be returned upon termination of this Agreement.

5.3 *Injunction.* Each party hereby consents and agrees that it would be difficult to measure damages from any breach of Sections 5.1 or 5.2 and that monetary damages would be an inadequate remedy for any such breach. Accordingly, the parties agree that upon a breach of Sections 5.1 or 5.2, the non-breaching party shall be entitled, in addition to any other remedy it may have in law or in equity, to an injunction or other appropriate order to restrain any such breach, without showing or proving any actual damage sustained. The parties agree that any bond shall be set at \$100.

5.4 *No Release.* Both parties agree that termination of this Agreement shall not release either party from any of its obligations under Sections 5.1 or 5.2.

6. *Delivery.* Licensor shall deliver the Intellectual Property at such places as Licensor may designate upon satisfaction of the terms and conditions herein.

7. *Protection Device.* Licensor may adopt from time to time procedural, mechanical, or electronic methods that Licensor deems necessary to control the Use of Intellectual Property. If Licensor determines that the Intellectual Property may be used only with a protection device, then Licensee shall implement such protection device with respect to the Products or the Intellectual Property.

8. *Representations, Warranties and Covenants of Licensor.*

8.1 *Title to the Intellectual Property.* Licensor represents and warrants that:

8.1.1 Licensor has good title to the Intellectual Property and has the right to grant the licenses provided for hereunder in accordance with the terms and conditions hereof, free of any liabilities, charges, liens, pledges, mortgages, restrictions, adverse claims, security interests, rights of others, and encumbrances of any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by Licensee of the rights granted to Licensee hereunder.

8.1.2 There is no claim, action, proceeding or other litigation pending or, to the knowledge of Licensor, threatened with respect to Licensor's ownership of the Intellectual Property or which, if adversely determined, would restrict or

otherwise interfere in any material respect with the exercise by Licensee of the rights purported to be granted to Licensee hereunder.

The representations and warranties provided for in this Section 8.1 shall survive the execution and delivery of this Agreement.

8.2 *Abandonment.* Licensor covenants and agrees that, during the term of this Agreement, it will not abandon the Intellectual Property.

9. *Representations and Warranties of Both Parties.*

9.1 *Representations and Warranties.* Each party hereby represents and warrants to the other party as follows:

9.1.1 *Due Incorporation or Formation; Authorization of Agreement.* Such party is a corporation duly organized, a limited liability company duly formed or a partnership duly formed, validly existing under the laws of the state of Oregon and has the corporate, company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such party is duly licensed or qualified to do business in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such party has the corporate, company or partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, company or partnership action.

9.1.2 *No Conflict with Restrictions; No Default.* Neither the execution, delivery and performance of this Agreement nor the consummation by such party of the transactions contemplated hereby: (a) will conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such party; (b) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, articles of organization or certificate of formation, bylaws, operating agreement or limited liability company agreement, or partnership agreement of such party; (c) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such party may be bound; or (d) will result in the creation or imposition of any lien upon any of the material properties or assets of such party, which in any such

case could reasonably be expected to materially impair such party's ability to perform its obligations under this Agreement.

9.1.3 *Governmental Authorizations.* Any registration, declaration of filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required to be obtained by such party in connection with the valid execution, delivery, acceptance and performance by such party under this Agreement or the consummation by such party of any transaction contemplated hereby has been completed, made or obtained, as the case may be.

9.2 *Survival.* The representations and warranties provided for under this Section 9 will survive the execution and delivery of this Agreement.

10. *Prosecution of Infringement Claims.*

10.1 *Notice and Prosecution of Infringement.* Licensee agrees to notify Licensor promptly, in writing, of any alleged, actual or threatened infringement of the Intellectual Property of which Licensee becomes aware. Licensor has the sole right to determine whether or not to take any action on such infringements. Licensor has the sole right to employ counsel of its choosing and to direct any litigation and settlement of infringement actions. Any recoveries, damages and costs recovered through such proceedings shall belong exclusively to Licensor, and Licensor shall be solely responsible for all costs and expenses (including attorney fees) of prosecuting such actions. Licensee agrees to provide Licensor with all reasonably requested assistance in connection with such proceedings.

11. *Licensee Defense and Indemnification of Licensor.*

11.1 *Indemnification.*

11.1.1 Each party hereby agrees to indemnify the other party against and agrees to hold it harmless from any loss incurred or suffered by such other party, arising out of or in connection with:

(a) the material breach of any representation or warranty made by such party in this Agreement; and

(b) the material breach of any covenant or agreement by such party contained in this Agreement.

11.1.2 In addition to the indemnification provided for in Section 11.1(a), Licensee agrees to indemnify Licensor against and hold it harmless from any loss suffered or incurred by reason of a third party claim arising out of or relating to: (a) the use of the Intellectual Property by Licensee; or (b) the manufacture, distribution or promotion of the Products by Licensee.

12. *Terms and Termination.*

12.1 This Agreement is effective on the date first written above, and shall apply to the Intellectual Property as shown on Exhibit A, as it may be amended from time to time. Licensee's acceptance of any Intellectual Property from Licensor shall be conclusive evidence of Licensee's agreement that the use of such Intellectual Property is governed by this Agreement.

12.2 This Agreement is effective for one (1) year from the effective date. Licensor may terminate this Agreement by providing Licensee with thirty (30) days prior written notice and opportunity to cure upon: (a) Licensee's failure to comply with any term or condition herein; and (b) Licensee's insolvency or bankruptcy, cessation or termination of Licensee's business, or the appointment of a receiver to operate the business of Licensee.

12.3 Upon termination of this Agreement, Licensee shall destroy information related to the Intellectual Property or immediately return it to Licensor, at Licensor's option. Additionally, Licensor may seek any legal or equitable remedy available against Licensee for any violation of the terms of this Agreement including, without limitation, injunctive relief and specific performance. Licensee further agrees that termination of this Agreement shall not relieve Licensee of any payment obligations due hereunder and that upon termination all sums due hereunder shall become immediately due and payable.

13. *Miscellaneous.*

13.1 *Governing Law and Venue.* This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. The parties consent to jurisdiction in Oregon state and federal courts for any proceeding to enforce or interpret this Agreement. Venue for any action or proceeding shall be exclusively in Multnomah County, Oregon.

13.2 *Notices.* Any notice or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered to a party or seventy-two (72) hours after deposit in the United States Mail, first class postage prepaid by both first class and certified mail, return receipt requested, or twenty-four (24) hours after delivery to a recognized national overnight carrier, with overnight shipping charges paid, and addressed to such party.

13.3 *Attorney Fees.* If any attorney is engaged to enforce any term or condition of this Agreement, or if any action or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as attorney fees in such matter, action or other proceeding, and in any appeal of it, including costs and attorney fees in any

bankruptcy proceeding. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such action or other proceeding.

13.4 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. Neither this Agreement nor any rights hereunder may be assigned by either party without the express written consent of the other party.

13.5 *Waiver of Breach.* The waiver by either party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or provision by either party.

13.6 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.7 *Further Assurances.* Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.

13.8 *Pronouns.* As the context may require in this Agreement, the use of any gender (male, female or neuter) shall include any other gender, and the singular shall include the plural and the plural the singular. As used in this Agreement, the term "person" includes individual, partnership, corporation, limited liability company, joint venture, trust, association or any other entity or agency.

13.9 *Captions.* The captions heading the sections and subsections of this Agreement are inserted for convenience of reference only, and are not to be used to define, limit, construe or describe the scope or intent of any term, provision or section of this Agreement.

13.10 *Modifications.* This Agreement may not be amended or modified except by written agreement executed by all of the parties hereto.

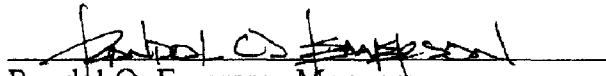
13.11 *Reformation and Severability.* In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal, and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. And in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

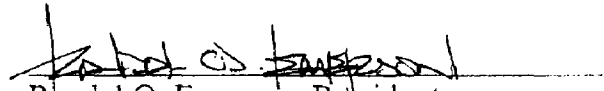
13.12 *Integration.* THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS AMONG THEM WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS FULLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, AMONG THE PARTIES HERETO RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first written above.

EMINT, LLC ("Licensor")

L.B.L., Inc. ("Licensee")


Randal O. Emerson, Manager


Randal O. Emerson, President