# 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
Filtrona Extrusion, Inc.		03/02/2009	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Filtrona Extrusion USA, Inc.
Street Address:	2500 Northwinds Parkway
Internal Address:	Suite 472
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2882576	BUMPIT
Registration Number:	2889840	BUMPIT PROTECTIVE DEFLECTION PRODUCTS
Registration Number:	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS
Registration Number:	2813967	DUOPEX
Registration Number:	2825880	DURAFROST
Registration Number:	1053137	DURAYL
Registration Number:	1744536	FENCE-WEAVE
Registration Number:	2451995	FINLINK
Registration Number:	1630875	FLEXI-GUIDE
Registration Number:	2099134	MAX-SLAT
Registration Number:	1867014	MISSING LINK
Registration Number:	2496335	PDS
Registration Number:	2813951	PEXBOND
		TRADEMARK

TRADEMARK "

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Registration Number:	2813950	PEXBRAID
Registration Number:	2811591	PEXCLEAR
Registration Number:	2581523	PEXCO
Registration Number:	3322930	PEXGLIDE
Registration Number:	3322880	PEX-PF
Registration Number:	1418371	PVT
Registration Number:	1786151	QUALTHANE
Registration Number:	3007637	TRI-LITE
Registration Number:	1865283	WINGED SLAT
Serial Number:	77211798	FIN2000
Serial Number:	77356039	MONACO
Registration Number:	3339096	OP PANEL

### **CORRESPONDENCE DATA**

Fax Number: (804)344-7999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Edward T. White - Hunton & Williams LLP

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Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	21033.002044
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	03/03/2009

### Total Attachments: 8

source=Patent and Trademark Filtrona Extrusion#page1.tif source=Patent and Trademark Filtrona Extrusion#page2.tif source=Patent and Trademark Filtrona Extrusion#page3.tif source=Patent and Trademark Filtrona Extrusion#page4.tif source=Patent and Trademark Filtrona Extrusion#page5.tif source=Patent and Trademark Filtrona Extrusion#page6.tif source=Patent and Trademark Filtrona Extrusion#page7.tif source=Patent and Trademark Filtrona Extrusion#page8.tif

### Patent and Trademark Assignment

This Assignment ("Assignment"), is made by **Filtrona Extrusion, Inc.**, a corporation organized under the laws of Delaware, with a place of business of 2500 Northwinds Parkway, Suite 472, Alpharetta, GA 30004 (hereinafter referred to as "Assignor").

### Recitals.

- A. Whereas, Assignor owns the entire right, title and interest in and to the patents and pending patent applications listed in Schedule A and the inventions therein disclosed and claimed and also owns a right, title and interest in and to the patents and pending patent applications listed in Schedule B and the inventions therein disclosed and claimed (collectively, the "PATENTS AND INVENTIONS"), and has the unrestricted right to sell, assign and transfer its right, title and interest in and to the PATENTS AND INVENTIONS; and
- B. Whereas, Assignor is the owner of the trademarks, registrations and service marks ("MARKS") listed on Schedule C; and
- C. Whereas, **Filtrona Extrusion USA, Inc.**, a corporation organized under the laws of Virginia and having a place of business at 2500 Northwinds Parkway, Suite 472, Alpharetta, GA 30004 (hereinafter referred to as "Assignee"), desires to acquire Assignor's right, title and interest in and to the PATENTS AND INVENTIONS and MARKS.

#### Assignment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as having previously been received, Assignor has sold and hereby sells, assigns, transfers and conveys unto Assignee, its successors and assigns the Assignor's entire right, title and interest in and to the PATENTS AND INVENTIONS and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and in all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted from the PATENTS AND INVENTIONS, for the full term for which the letters patent, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor covenants and agrees, on its own behalf and on behalf of its successors and assigns, without further compensation, to promptly at any time upon the request of the Assignee, its successors and assigns, provide such further information and execute such further assignments and documents and do all lawful acts with respect to the PATENTS AND INVENTIONS that may be necessary or desirable to perfect title in the Assignee, its successors or assigns, and to assist in obtaining patents relating to the PATENTS AND INVENTIONS, or in any interference proceedings or for any divisions, continuations or continuation-in-part patent applications relating to the PATENTS AND INVENTIONS.

Assignor warrants and represents to Assignee that Assignor has unencumbered legal and equitable title to the PATENTS AND INVENTIONS and has not granted any rights in the PATENTS AND INVENTIONS to any other person, firm, corporation or entity.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor also hereby assigns to Assignee its entire right, title and interest in and to the MARKS, together with all of the goodwill of the business symbolized by the MARKS.

Witness the following signature, made	as of the date set forth.
Assignor:	
Filtrona Extrusion, Inc.	
Name: Neil Shillingford	
Title: President	
Date: 3-2-2009.	_
Address and the second and the secon	
STATE OF GA	)
COUNTY OF FOLTON.	) ss: )
Before me personally appeared Net in and who executed the foregoing instrument; for the purpose therein stated, this the 2 day	and she acknowledged to me that she executed the same of March
SEAL WRIGHT SHOW THE SEAL JAN.	January Fuorice J.

# SCHEDULE A

## **Issued U.S. Patents in Force**

Patent/ Appl. No	Filing Date/Issue Date	Title
4,995,591 07/399,419	8/25/89 2/26/91	Retaining Lock for Chain Link Fence Slats
5,056,761 07/637,608	1/4/91 10/15/91	Slat-Retaining Means for Chain Link Fences
5,165,664 07/604,256	10/13/91 10/29/90 11/24/92	Chain Link Fencing w/ Decorative Slats
5,184,801 07/894,577	6/5/92 2/9/93	Winged Fence Slat construction
5,234,199 07/364,825	6/9/89 8/10/93	Chain Link Fencing w/ Decorative Slats
5,327,850 07/735,321	7/24/91 7/12/94	Roadway Marker
RE36085 Reissue of 5,595,092	8/21/1995 2/9/1999	Chain Link Fencing With Decorative Slats That Provide Complete Privacy
5,460,115 08/193,774	2/10/94 10/24/95	Temporary Roadway Marker
RE35208 Reissue of 5,106,058	4/15/94 4/16/96	Fence Slat Construction
5,515,807 08/371,473	1/10/95 5/14/96	One-Way Roadway marker
5,584,468 08/592,073	1/26/96 12/17/96	Privacy Inserts for Chain Link Fences
5,687,957 08/667,034	6/19/96 11/18/97	Fence Slat Installation & Construction
5,794,922 08/800,039	2/14/97 8/18/98	Fence Slats with Locking Portions
5,799,929 08/766,287	12/13/96 9/1/98	Fence slats with Integral Locking Portions
5,806,839 08/914,359	8/19/97 9/15/98	Privacy Inserts for Chain Link Fences Having Overlapping Portions
5,899,442 08/766,432	12/12/96 5/5/4/99	Privacy Inserts for Chain Link Fences
6,068,243 09/003/077	1/5/98 5/30/00	Self-Locking, Adjustable-Width Slat for Chain Link Fences
6,164,628 09/026,595	2/20/98 12/26/00	Self-Locking Slat with Fins for Chain Link Fences
6,182,947 08/966,226	11/7/97 2/6/01	Foldable Fence Inserts

Patent/ Appl. No	Filing Date/Issue Date	Title
6,402,127	9/18/00	Fence Slats with Locking Portions
09/664,252	6/11/02	
D585,572	4/23/07	Pound-In Landscape Edging
29/279,189	1/29/09	

## Non-U.S. Patents

Patent/ Appl. No	Count	Filing Date	Title
2,161,852	CA	10/31/95	Privacy Inserts for Chain Link Fences Having Overlapping Portions
2,208,822	CA	6/18/97	Fence Slat Installation and Construction
2,186,986	CA	10/2/96	Privacy Inserts for Chain Link Fences

## **Pending Patent Applications**

Patent/ Appl. No	Country	Filing Date/Issue Date	Title
08/502,022	U.S.	7/13/95	Fence slat installation and construction
09/665,033	U.S.	9/19/00	Chain link fence assembly

## Attorney Customer No. <u>27682</u>

# SCHEDULE B

Patent/ Appl. No	Country	Filing Date/Issue Date	Title
5,676,392	U.S.	8/8/96	Apparatus for Retaining an Airbag within an
08/694,204		10/14/97	Airbag Module Housing
0827876	EU	8/5/97	Apparatus for Retaining an Airbag within an
1997305954		1/9/02	Airbag Module Housing
69709509	Germany	8/5/97	Apparatus for Retaining an Airbag within an
69709509		8/22/02	Airbag Module Housing

# SCHEDULE C

# **United States Trademarks**

Name	Description	Serial No./ Reg. No.	Filing/ Reg. Date	
BUMPIT	Protective plastic bumpers for use on or with other goods	2,882,576	07-Sep-04	
BUMPIT PROTECTIVE DEFLECTION PRODUCTS & Design	Protective plastic bumpers for use on or with other goods	2,889,840	28-Sep-04	
DAVIDSON TRAFFIC CONTROL PRODUCTS	Traffic control products	3,022,621	06-Dec-05	
DUOPEX	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	2,813,967	10-Feb-04	
DURAFROST	Polymer sheet material for use in the manufacture of other goods	2,825,880	23-Mar-04	
DURAYL	Plastic in the form of a molding compound for industrial use	1,053,137	23-Nov-76	
FENCE-WEAVE	Plastic ribbon or tape for application to fences to insure privacy	1,744,536	05-Jan-93	
FINLINK	Non-metal slats for chain link fencing	2,451,995	15-May-01	
FLEXI-GUIDE	Flexible plastic high delineator posts drivable into the ground along a roadway	1,630,875	08-Jan-91	
MAX-SLAT	Privacy fence inserts, namely, plastic vertical slats designed to fit into chain link fences	2,099,134	23-Sep-97	
MISSING LINK	Plastic privacy slats for attachment to chain link fencing	1,867,014	13-Dec-94	
PDS	Non-metal fence slats and non- metal top caps for use with chain link fences	2,496,335	09-Oct-01	
PEXBOND	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	2,813,951	10-Feb-04	
PEXBRAID	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	2,813,950	10-Feb-04	

Name	Description	Serial No./ Reg. No.	Filing/ Reg. Date
PEXCLEAR	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	2,811,591	03-Feb-04
PEXCO	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	2,581,523	18-Jun-02
PEXGLIDE	Medical tubing for guidewire, nitinol and stainless steel used in cardiovascular surgery and procedures	3,322,930	30-Oct-07
PEX-PF	Plastic tubing for medical equipment and fluid and gas handling devices	3,322,880	30-Oct-07
PVT	Plastic vertical tubing to fit into chain link fences for privacy	1,418,371	25-Nov-86
QUALTHANE	Flexible plastic tubing for medical and industrial use	1,786,151	03-Aug-93
TRI-LITE	Prismatic sheets, lighting wraps, lighting profiles and tubes for lighting	3,007,637	18-Oct-05
WINGED SLAT	Decorative and privacy slats for chain link fences	1,865,283	29-Nov-94
FIN2000	Non-metal fence slat panel insert	77/211,798	21-Jun-07
MONACO	Plastic extrusions, namely, fencing and decking; plastic extrusions, namely, protective railing for decks, patios, stair banisters, balconies; plastic extrusions, namely, protective waterfront guard railing	77/356,039	19-Dec-07
OP PANEL	Non-metal fence panels	3,339,096	20-Nov-07

## Canada Trademarks

Title	Description	Registration No.	Registration Date
FENCE WEAVE	Privacy inserts for fences	TMA 452,165	22-Dec-95
PVT	Privacy inserts for fences	TMA 442,215	21-Apr-95

Attorney Customer No. 27682

TRADEMARK
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