

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
HPG International, Inc.		05/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Crestwood Membranes, Inc.
Street Address:	1124 Highway 315
Internal Address:	Attn: Christopher L. Hackett
City:	Wilkes-Barre
State/Country:	PENNSYLVANIA
Postal Code:	18702
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0383479	KRENE
Registration Number:	2046982	HPG ROOFING SYSTEMS
Registration Number:	1339211	NUOPACK
Registration Number:	1319369	NUOSHIELD
Registration Number:	0795808	ORIEX
Registration Number:	2037562	SUPERCRYL
Registration Number:	1016887	TENAMATTE
Registration Number:	1070238	TENAPLAST
Registration Number:	2042045	V
Registration Number:	2029893	WALL SYSTEM T

CORRESPONDENCE DATA

Fax Number: (570)706-3422
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900134138

**TRADEMARK
 REEL: 003988 FRAME: 0015**

OP \$265.00 0383479

Phone: 5708265642
Email: jlong@rjglaw.com
Correspondent Name: Jaime Long
Address Line 1: 15 S. Franklin St.
Address Line 4: Wilkes-Barre, PENNSYLVANIA 18711-0075

ATTORNEY DOCKET NUMBER:	104918-1
NAME OF SUBMITTER:	Jaime Long
Signature:	/jll/
Date:	05/15/2009

Total Attachments: 11

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT** (this "**Assignment**") is made and delivered as of this 13th day of May, 2009 (the "**Closing Date**"), by and between HPG INTERNATIONAL, INC., a Delaware corporation ("**Seller**"), as debtor and debtor-in-possession in the chapter 11 case docketed as Case No. 09-10231 (BLS) pending in the United States Bankruptcy Court for the District of Delaware, and CRESTWOOD MEMBRANES, INC., a Pennsylvania corporation ("**Purchaser**") (Seller and Purchaser are sometimes collectively referred to in this Assignment as the "**Parties**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 13, 2009 by and between Seller and Purchaser (the "**Purchase Agreement**"), the terms of which are incorporated herein by reference.

RECITALS

WHEREAS, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Intellectual Property Rights under the terms and subject to the conditions of the Purchase Agreement and the Sale Approval Order; and

WHEREAS, pursuant to Sections 2.5(a)(iii) and 2.9(c) of the Purchase Agreement, Seller is required to execute and deliver to Purchaser this Assignment at the Closing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and intending to be legally bound hereby, and upon the terms and subject to the conditions of the Purchase Agreement and the Sale Approval Order, Seller and Purchaser hereby agree as follows:

1) Conveyance. Upon the terms and subject to the conditions of the Purchase Agreement and the Sale Approval Order, Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest throughout the world in and to the Intellectual Property Rights, including, without limitation:

a) All of Seller's copyrights and copyright registrations, including, without limitation, the copyright and copyright registrations listed on Attachment 1 to this Assignment;

b) All of Seller's patents and patent applications, including, without limitation, the patents and patent applications listed on Attachment 2 to this Assignment;

c) All of Seller's trademarks, service marks, and tradenames (collectively the "**Marks**"), and Seller's registrations of, and/or application to register, any one or more of

the Marks in federal, state or foreign jurisdictions, including, without limitation, those Marks listed in Attachment 3 to this Assignment; and

- d) All Trade Secrets and other proprietary rights.

Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that the rights being transferred to Purchaser by Seller under this Assignment include Seller's rights to prosecute and maintain the Intellectual Property Rights and to sue and recover damages for past, present, or future infringement of the Intellectual Property Rights and any other rights, claims and privileges pertaining to the Intellectual Property Rights, including, without limitation, any goodwill associated with or symbolized by the Intellectual Property Rights.

2) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, as provided in Section 8.10 of the Purchase Agreement.

3) Further Assurances. Seller hereby covenants with Purchaser and its successors and assigns that, from time to time after the Closing, Seller will execute and deliver to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may reasonably be requested by Purchaser in order to vest in Purchaser title in and to the Intellectual Property Rights, as contemplated by the Purchase Agreement and the Sale Approval Order, and to carry out the intent and purposes of this Assignment. Without limiting the generality of the foregoing, Seller hereby covenants with Purchaser and its successors and assigns to take all actions reasonably requested by Purchaser and shall execute any documents as may be reasonably requested by Purchaser from time to time to fully vest or perfect in Purchaser all right, title and interest in and to the Intellectual Property Rights. Such actions shall include, without limitation, providing documents and information useful or necessary for Purchaser or its successors, assigns, affiliates, designees or agents to prosecute or maintain any registration or application for any Intellectual Property Rights, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property Rights and/or the past, present and/or future infringement of the Intellectual Property Rights. In addition, Seller shall, upon Purchaser's request, carry out the formal transfer to Purchaser of any internet domain names registered to Seller and Seller's rights in internet web sites and the contents thereof used in connection with the Business (the "**Internet Property**") in accordance with the applicable domain name transfer procedures and provide authorization to the applicable internet service provider(s)/web hosting company(ies) for the Internet Property to transfer ownership and title to the Internet Property to Purchaser. Seller agrees that it will execute any and all documents that may be necessary to perfect Purchaser's rights in and to the Internet Property, including, without limitation, such documents as are necessary to effect the formal transfer of the Internet Property to Purchaser in accordance with the foregoing procedure.

4) Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

5) Counterparts. This Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed as of the Closing Date.

ATTEST:

By: 

SELLER:

HPG INTERNATIONAL, INC.,
as debtor and debtor-in-possession

By: 

Name: John P. Bellevigne

Title: President

ATTEST:

By: 

PURCHASER:

CRESTWOOD MEMPHIS, INC.

By: 

Name: Christopher L. Hackett

Title: President

ATTACHMENT 1 TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

COPYRIGHTS

<u>Title</u>	<u>Copyright Number</u>	<u>Year</u>
Agad Aztec : no. 304.	VAu000734066	2007
Algiers.	VAu000736206	2007
Andalusia tile : no. 369.	VAu000721944	2007
Antiqua : no. 164.	VAu000734028	2007
Aquaria bottom : no. 151.	VAu000734026	2007
Aquaria tile : no. 205.	VAu000654765	2005
Aspen : No. 342 solara.	VAu000724666	2006
Aspen tile : no. 156.	VAu000651613	2004
Asteria : No. 121 Asteria.	VAu000693903	2006
Athens classic : Athens classic : no. 113 with nu sparkle CW1.	VAu000657823	2005
Athens classic with aquaria : Athens classic : no. 233 with aquaria CW1.	VAu000657825	2005
Athens regal.	VAu000646888	2004
Athens regent : Athens regent : no. 113 with nu sparkle CW2.	VAu000657824	2005
Athens royal : Athens royal with nu sparkle CW3 : no. 113.	VAu000654766	2005
Atlantis : no. 414.	VAu000721931	2007
Atlantis : Nu-bells : no. 234, ver. 5.	VAu000654754	2005
Atrium-#527 Atrium.	VAu000963802	2008
Aurora : no. 417.	VAu000721933	2007
Avalon tile with HPG ocean bottom : No. 168 & no. 215.	VAu000684105	2005
Avery.	VAu000736207	2007
Bahia blue stone : no. 161, granite.	VAu000691186	2005
Baltic tile : Dorel ver. 6C : no. 103.	VAu000588334	2005
Banyan Bay : Banyan Bay/Cove : no. 388.	VAu000725609	2006
Barcello.	VAu000736206	2007
Bayside bottom : Shimmer bottom : no. 335.	VAu000725597	2006
Biscayne bottom : no. 384.	VAu000734027	2007
Biscayne : no. 359.	VAu000721947	2007
Blue ceramic.	VAu000721464	2006
Blue majestic : colorway no. 1.	VAu000646889	2004
Blue somerset : no. 101.	VAu000654768	2005
Blue swirl & 133 other titles.	V3543D394	2006
Blue swirl & 16 other titles.	V3518D105	2004
Blue swirl : no. 225.	VAu000637051	2004
Bluffs point.	VAu000736220	2007
Bristol : no. 385.	VAu000725611	2006

Bronze soleil : ver. 1B : No. 201.	VAu000642344	2004
Brookstone : River pebble : no. 154.	VAu000725610	2006
Buckingham.	VAu000736226	2007
Byzantine : colorway no. 1.	VAu000646892	2004
Byzantine : colorway no. 2.	VAu000646893	2004
Cannonball : Wave shapes : no. 364.	VAu000734057	2007
Canyon rock.	VAu000718924	2006
CAPRI : #359 Biscayne.	VAu000722415	2007
Carousel.	VAu000735443	2007
Caspian lily : Olympia ver. 7 : no. 148.	VAu000588333	2005
Catania : Acanthus : no. 375.	VAu000734058	2007
Cheval : no. 416.	VAu000721932	2007
Coastal : Tango : no. 104.	VAu000654752	2005
COBBLESTONE : #497 Claxtons.	VAu000722413	2007
Contessa : Imperial stone : no. 358.	VAu000734054	2007
Comperunity : no. 475.	VAu000734045	2007
Corsica : No. 239 Corsica, ver. 7C2.	VAu000693904	2006
Costa Grande : 407.	VAu000721935	2007
COVENTRY : #342 COVENTRY.	VAu0006980794	2008
Crystal wave / by HPG International, Inc.	VAu0006680233	2004
Crystal wave : no. 112.	VAu000654759	2005
Crystal wave : no. 112.	VAu000637050	2004
Cumberland.	VAu000721465	2006
CYPRUS : no. 406.	VAu000721936	2007
Delaney.	VAu000737580	2007
Diamond coast bottom : Baybreak bottom : no. 250.	VAu000725600	2006
Diamond coast : Quiet storm : no. 351.	VAu000725602	2006
Dolphin wall : Splash wall : no. 308.	VAu000683768	2006
Dorado.	VAu000736221	2007
Dragonfly bottom : no. 460.	VAu000734042	2007
Dragonfly sidewall : no. 459.	VAu000734043	2007
Ellington : no. 240.	VAu000721950	2007
Emerald classic : Emerald classic CW1 : no. 276.	VAu000654762	2005
Emerald regent : Emerald regent CW1 : no. 276.	VAu000654764	2005
Emerald royal : Emerald royal CW2 : no. 276.	VAu000654763	2005
Escalante : no. 390.	VAu000721940	2007
Esquire : no. 452.	VAu000721952	2007
Palace : no. 478.	VAu000734044	2007
Fairmont.	VAu000736199	2007
Flagstone #506 Flagstone.	VAu00063801	2008
Frecco bottom : Frecco bottom CW no. 1 : no. 365.	VAu000725604	2006
Frost bottom : Coral reef bottom : no. 368.	VAu000734051	2007

Frost tile : Coral wave : no. 381.	VAu000734059	2007
Galaxy water : Galaxy water bottom : no. 403.	VAu000734035	2007
Gallo.	VAu000736204	2007
Game liner beaded : D no. 166--Kahuna S.W.	VAu000682615	2005
Game liner floor.	VAu000724344	2006
Game liner overlap.	VAu000724343	2006
Gemini blue.	VAu000658804	2005
Glassbury wall : no. 282.	VAu000683765	2006
Gloucester.	VAu000736218	2007
Grand Cayman tile : Grand Cayman wall : no. 202.	VAu000734065	2007
Gray terrazzo bottom : Flecked granite bottom : no. 258.	VAu000654755	2005
H2O bottom : no. 332.	VAu000683796	2006
Harmony.	VAu000736216	2007
Heirloom.	VAu000736203	2007
Hidden garden : no. 312.	VAu000734029	2007
Illusions bottom.	VAu000646885	2004
Infinity.	VAu000718923	2006
Inspiration.	VAu000718922	2006
Island song : no. 370.	VAu000721943	2007
Island wave.	VAu000737579	2007
Ivory Coast : Nature mosaic : no. 309.	VAu000725601	2006
Kerry tan.	VAu000658805	2005
Kingside wall : no. 281.	VAu000683770	2006
Kona tile with full sparkle border : Walkiki tile : no. 274.	VAu000676175	2005
Lindos.	VAu000736224	2007
Lotus : no. 290 : Lotus C.W. : no. 3 & 4.	VAu000689603	2005
Majestic : colorway no. 2.	VAu000646890	2004
Maha : no. 227.	VAu000725608	2006
Marble bottom : no. 192.	VAu000637052	2004
Martinique : Algeria with white brookstone : no. 404.	VAu000725612	2006
Mercado.	VAu000736215	2007
Metallic star : no. 302.	VAu000734056	2007
Milano tile : no. 108.	VAu000725603	2006
Millenia.	VAu000736217	2007
Mirabel regent : no. 106.	VAu000654767	2005
Mohana.	VAu000736223	2007
Molekai.	VAu000736210	2007
Monarque : Monarque : no. 271, ver. 2.	VAu000678193	2005
Montana : Durango version 4 : no. 119.	VAu000689608	2005
Murano : no. 386.	VAu000721942	2007
Mystic border : no. 134.	VAu000734032	2007

Nassau : no. 284 ; Nassau CW : no. 6 & 10.	VAu000689602	2005
Neon lights : no. 206.	VAu000637049	2004
Nopal : no. 331.	VAu000721946	2007
Nu-sparkle : no. 231.	VAu000683834	2006
Ocean bottom.	VAu000646886	2004
Oceanview : no. 395.	VAu000721938	2007
Orissa.	VAu000736214	2007
Oristo with aboriginal indigo : Adventure : no. 363.	VAu000725606	2006
Painted concrete : no. 374.	VAu000734052	2007
Palacio.	VAu000737577	2007
Palazzo tile : no. 300, Marsilles.	VAu000691185	2005
Papagayo.	VAu000736219	2007
Paradise tile : Atlantis : no. 229.	VAu000734036	2007
Parigord : no. 176.	VAu000637047	2004
Patagonia.	VAu000736205	2007
Patina bottom : no. 473.	VAu000734046	2007
Perpetual stone : no. 361.	VAu000734055	2007
Pietra.	VAu000736211	2007
Radiance.	VAu000736202	2007
Ramble sidewalk : 397.	VAu000734061	2007
River rock print : Polished stone bottom : no. 464.	VAu000734034	2007
River stone bottom : no. 370.	VAu000734025	2007
Riverstone bottom : Rock bottom : no. 185.	VAu000734039	2007
Roca light blue : no. 152.	VAu000654758	2005
Roca terra cotta sidewalk : Roca terra cotta : no. 152.	VAu000654757	2005
Rolling cascade : no. 412.	VAu000734063	2007
Rolling flow.	VAu000736208	2007
Roman flower.	VAu000646884	2004
Roman Wall : Rayburn version 4 : no. 256.	VAu000689607	2005
Royal majestic : Royal majestic CW3 : no. 209.	VAu000654760	2005
San Marco : San Marco : no. 268.	VAu000678192	2005
San Remo : San Remo : no. 138.	VAu000689604	2005
Santa Cruz : no. 399.	VAu000721937	2007
Santa Rosa wall : Santa Rosa : no. 317.	VAu000725605	2006
Savoy.	VAu000736225	2007
Seapello tile : no. 345.	VAu000734033	2007
SEABREEZE : #502 Kingsbury.	VAu000722414	2007
Seascape : Kingston version 4 : no. 140.	VAu000689606	2005
Seaside : Celynso : no. 171, ver. 11.	VAu000654756	2005
Sedona : Lexington : no. 311.	VAu000725599	2006
Serengatti : no. 387.	VAu000721939	2007
Shake the roof : No. 156.	VAu000661747	2005

Shell fossil : no. 472.	VAu000734047	2007
Sienna stone : no. 382.	VAu000734060	2007
Slate roof : 206-slate roof : no. 296.	VAu000676174	2005
Soft stone : no. 471.	VAu000734048	2007
Somerset bottom : #100 somerset bottom.	VAu000692648	2005
SOMETHIN' FISHY : #507.	VAu000980785	2008
Sorrento : Mandalay : no. 183.	VAu000734049	2007
Sovereign : no. 226.	VAu000654751	2005
Spain stone tile : Spanish square wall : no. 463.	VAu000734040	2007
Spear tile : no. 468.	VAu000734062	2007
Splash floor : Splash bottom : no. 467.	VAu000734050	2007
St. Croix.	VAu000721466	2006
Stained glass : no. 147.	VAu000637042	2004
Stardust tile with faded sparkle border.	VAu000646891	2004
Stardust tile with faded sparkle border / by HPG International, Inc.	VAu000657536	2004
Stellar.	VAu000737578	2007
Sterling : no. 322.	VAu000721948	2007
STONE GARDEN GOLD.	VAu000955561	2007
Stonebridge.	VAu000736201	2007
Stonehill.	VAu000742636	2007
Stoneweave tile : Granitex wall : no. 461.	VAu000734041	2007
Stucco bottom : no. 155.	VAu000734067	2007
Sundial : no. 157.	VAu000734630	2007
Sunscape : no. 392.	VAu000721941	2007
Sunset point.	VAu000736212	2007
Sumera.	VAu000736209	2007
Surfside : no. 413.	VAu000721951	2007
Symphony : no. 133.	VAu000721949	2007
Tarashi.	VAu000736222	2007
Terrest.	VAu000736198	2007
Terrace : no. 409.	VAu000721934	2007
Terrazzo stained glass : Stained glass : no. 177, ver. 9.	VAu000654753	2005
Tessera : Corlica : no. 239.	VAu000725598	2006
Tobago tile : no. 287.	VAu000734037	2007
Tranquility Bay #488 Reefscape.	VAu000956094	2007
Trillium : no. 368.	VAu000721945	2007
Tripoli : Tripoli CW no. 2 : no. 369.	VAu000725596	2006
Tropica oasis : colorway no. 2.	VAu000646887	2004
Turquoise sun with Bahia bluestone : Horizon : no. 357.	VAu000725607	2006
Valencia : no. 318.	VAu000734038	2007
Vanguard : Vanguard version 4 : no. 244.	VAu000689605	2005

Venetian : no. 102.	VAu000634761	2005
Wavescape.	VAu000736213	2007
Weston : no. 303.	VAu000734053	2007
Whirlpool bottom : no. 466.	VAu000734064	2007
Zazu wave : no. 158.	VAu000734031	2007

ATTACHMENT 2 TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

PATENTS

None.

ATTACHMENT 3 TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

TRADEMARKS

Mark	Registration Number	Registration Date
KRENE	383479	December 10, 1940
HPG ROOFING SYSTEMS	2046982	March 25, 1997
NUOPACK	1339211	June 4, 1985
NUOSHIELD	1319369	February 12, 1985
ORIEK	795808	September 14, 1965
SUPERCRYL	2037562	November 5, 1974
TENAMATTE	1016887	July 29, 1975
TENAPLAST	1070238	July 26, 1977
V	2042045	March 4, 1997
WALL SYSTEM T	2029893	January 14, 1997