

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
Simpson Dura-Vent Company, Inc.		06/30/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	M&G Dura-Vent, Inc.
Street Address:	877 Cotting Court
City:	Vacaville
State/Country:	CALIFORNIA
Postal Code:	94688
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3321257	DURAPRO
Registration Number:	3321258	PELLETVENT PRO
Registration Number:	1192422	DURA-VENT
Registration Number:	1183462	DURA-CHIMNEY
Registration Number:	1165427	DURA-BLACK
Registration Number:	1197099	DV
Registration Number:	1416523	DURA-PLUS
Registration Number:	1480449	DVL
Registration Number:	1486856	PELLET-VENT
Registration Number:	1692407	DURA/CONNECT
Registration Number:	1892929	DURA FLEX
Registration Number:	1955373	ENGINEERED EXCELLENCE
Registration Number:	1927946	DIRECT VENT GS
Registration Number:	2381546	DURATECH

CH \$540.00 3321257

Registration Number:	3217555	DURA CHIMNEY
Registration Number:	3553486	VENTINOX
Registration Number:	2382423	FASNSEAL
Registration Number:	1969855	THER MIX
Serial Number:	77306773	S-VENT
Serial Number:	77723770	POLYPRO
Serial Number:	77025245	GREENVENT

CORRESPONDENCE DATA

Fax Number: (650)815-2601
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508152600
Email: svtmdocketing@sheppardmullin.com
Correspondent Name: Harold J. Milstein
Address Line 1: 990 Marsh Road
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	24SZ-154814
NAME OF SUBMITTER:	Harold Milstein
Signature:	/HaroldMilstein/
Date:	09/03/2010

Total Attachments: 5
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TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT AGREEMENT

This Trademark and Trademark Application Assignment Agreement (this "**Assignment Agreement**") is made and entered into as of June 30, 2010 (the "**Effective Date**") by and between Simpson Dura-Vent Company, Inc., a California corporation ("**ASSIGNOR**") and M&G Dura-Vent, Inc., a Delaware corporation ("**ASSIGNEE**").

RECITALS

WHEREAS, ASSIGNOR is the owner of each of the United States, Canadian, and California trademarks, trademark applications, including, all common law trademark rights associated with the same, listed on Exhibit A attached hereto (collectively, the "**Trademarks**") and all goodwill associated with the Trademarks;

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE its entire right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks;

WHEREAS, ASSIGNEE desires to accept such assignment from ASSIGNOR;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Each and all of the foregoing Recitals are true and correct and are incorporated herein by reference.

2. Assignment. ASSIGNOR hereby assigns to ASSIGNEE, and ASSIGNEE hereby accepts such assignment of, the entire right, title, and interest in and to the Trademarks, together with (a) the goodwill connected with and symbolized by the Trademarks; and (b) all income, royalties, damages, or payments due or payable including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect such damages, for ASSIGNEE'S own use and benefit and that of its successors, assigns, and other legal representatives. All of the foregoing to be held and enjoyed by ASSIGNEE, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives to the full end of the terms for which such Trademarks are granted, and for the trademarks which may be granted in respect of any trademark applications listed on Exhibit A, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made.

3. Authorizations. ASSIGNOR hereby authorizes and requests that the patent and trademark offices in the United States, Canada, California, and elsewhere to record ASSIGNEE as the assignee and owner of the Trademarks, and any renewals, reissues, and extensions of such Trademarks, and to issue to ASSIGNEE the Trademarks as assignee of the entire right, title, and interest in and to such Trademarks, for the sole use and benefit of ASSIGNEE, its successors, assigns, or other legal representatives

4. Further Cooperation. Upon reasonable request by ASSIGNEE, ASSIGNOR shall execute and deliver to ASSIGNEE such additional instruments of assignment as may be reasonably necessary (a) to establish ASSIGNEE as owner of record of all Trademarks assigned under this Assignment Agreement; and (b) for ASSIGNEE to secure registration in any of the Trademarks and the right to secure any renewals, reissues, and extensions of such Trademarks in the United States, Canada, California, or elsewhere.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement as of the Effective Date by their duly authorized representatives as set forth below.

ASSIGNOR
SIMPSON DURA-VENT COMPANY, INC.
By: _____
Name: _____
[Type or Print]
Title: _____

ASSIGNEE
M&G DURA-VENT, INC.
By: _____
Name: Wilhelmus Theodorus Maria Straver
[Type or Print]
Title: President and Chief Executive Officer

NOTICE TO ASSIGNOR: Please arrange for your execution of this Agreement to be acknowledged by a notary public.

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Signature Page to the Trademark Assignment]

4. Further Cooperation. Upon reasonable request by ASSIGNEE, ASSIGNOR shall execute and deliver to ASSIGNEE such additional instruments of assignment as may be reasonably necessary (a) to establish ASSIGNEE as owner of record of all Trademarks assigned under this Assignment Agreement; and (b) for ASSIGNEE to secure registration in any of the Trademarks and the right to secure any renewals, reissues, and extensions of such Trademarks in the United States, Canada, California, or elsewhere.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement as of the Effective Date by their duly authorized representatives as set forth below.

ASSIGNOR
SIMPSON DURA-VENT COMPANY, INC.
By: [Signature]
Name: Karen Colonias
[Type or Print]
Title: Chief Financial Officer

ASSIGNEE
M&G DURA-VENT, INC.
By: _____
Name: Wilhelmus Theodorus Maria Straver
[Type or Print]
Title: President and Chief Executive Officer

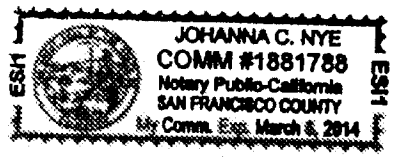
NOTICE TO ASSIGNOR: Please arrange for your execution of this Agreement to be acknowledged by a notary public.

STATE OF California)
COUNTY OF San Francisco)

On August 20, 2010, before me, Johanna C Nye, a Notary Public, personally appeared Karen Colonias, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Johanna C Nye



[Signature Page to the Trademark Assignment]

EXHIBIT A

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS

Country	Type	Status	Mark	Serial No	Filed Date
United States	Intent To Use Application	Registered	DURAPRO	78/824,489	2/27/2006
United States	Intent To Use Application	Registered	PELLETVENT PRO	78/824,565	2/27/2006
United States	Regular	Registered	DURA-VENT	73/251,572	2/25/1980
United States	Regular	Registered	DURA-CHIMNEY	73/251,455	2/25/1980
United States	Regular	Registered	DURA-BLACK	73/251,454	2/25/1980
United States	Regular	Registered	DV (design mark)	73/251,573	2/25/1980
United States	Regular	Registered	DURA-PLUS	73/591,405	4/3/1986
United States	Regular	Registered	DVL	73/674,190	7/24/1987
United States	Regular	Registered	PELLET-VENT	73/684,041	9/14/1987
United States	Intent To Use Application	Registered	DURA/CONNECT	74/127,065	12/26/1990
United States	Regular	Registered	DURA FLEX	74/518,993	5/2/1994
United States	Intent To Use Application	Registered	ENGINEERED EXCELLENCE	74/519,006	5/2/1994
United States	Regular	Registered	DIRECT VENT GS	74/584,784	10/12/1994
United States	Regular	Registered	DURATECH	75/832,807	10/28/1999
United States	Regular	Registered	DURA CHIMNEY	78/857,721	4/10/2006
United States	Regular	Registered	VENTINOX	77/466,837	5/6/2008
United States	Regular	Registered*	FASNSEAL	75/614,007	9/5/2000
United States	Regular	Registered*	THER MIX	74/666,446	4/23/1996
United States	Intent To Use Application	Filed	S-VENT	77/306,773	10/17/2007
United States	Intent To Use Application	Filed	POLYPRO	77/723,770	4/28/2009
United States	Intent To Use Application	Filed	GREENVENT	77/025,245	10/19/2006

CANADIAN REGISTERED TRADEMARKS AND APPLICATIONS

Country	Type	Status	Mark	Serial No	Filed Date
Canada	Regular	Registered	PELLETVENT	1251452	3/22/2005
Canada	Regular	Registered	PELLETVENT PRO	1314632	8/28/2006
Canada	Regular	Registered	DURAPRO	1314633	8/28/2006
Canada	Intent To Use Application	Filed/Allowed	DURA/PLUS HTC	1246532	2/9/2005
Canada	Regular	Filed/Allowed	GREENVENT	1,342,395	4/5/2007

* The owner of this mark was ProTech Systems, Inc., which was merged into Simpson Dura-Vent Company, Inc.

* The owner of this mark was ProTech Systems, Inc., which was merged into Simpson Dura-Vent Company, Inc.

CALIFORNIA REGISTERED TRADEMARKS AND APPLICATIONS

Country	Type	Status	Mark	Serial No	Filed/Date
California	Regular	Registered	DURA-PLUS	80872	4/8/1986
California	Regular	Registered	DVL	85497	10/28/1987
California	Regular	Registered	DURA/LINER	87074	2/29/1988
California	Regular	Registered	DURA/CONNECT	95113	11/12/1991
California	Regular	Registered	PELLET-VENT	85931	11/25/1987

UNREGISTERED/COMMON LAW TRADEMARKS

DIRECTVENT PRO
DURALOCK
DURA/LINER
VENTINOX VFT
VENTINOX HIFLEX
VENTINOX VG
FASNCLAMP
FASNSMOOTH
FASNFLEX
PROFOIL
PROMESH
PROTECH SYSTEMS
PROTECH
PELLET VENT (Canadian Application filed, but abandoned)
DURA/CONNECT (Canadian Application filed, but abandoned)
RENEW-A-FLUE