

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SI Liquidation Co. | FORMERLY States Industries, Inc. | 10/29/2010 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | States Industries, LLC | | |
| Street Address: | 29545 East Enid Road | | |
| City: | Eugene | | |
| State/Country: | OREGON | | |
| Postal Code: | 97401 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2361967 | APPLE PLY | |
| Registration Number: | 2675934 | ARMORCORE | |
| Registration Number: | 2154618 | NOVA | |
| Registration Number: | 3386572 | SHORTCUTZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)359-9000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2063598000 | | |
| Email: | pctrademarks@perkinscoie.com | | |
| Correspondent Name: | Lynne E. Graybeal c/o Perkins Coie LLP | | |
| Address Line 1: | 1201 Third Avenue, Suite 4800 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 74117-0001 | | |
| NAME OF SUBMITTER: | Lynne E. Graybeal | | |

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| Signature: | /Lynne E. Graybeal/ |
| Date: | 01/06/2011 |
| Total Attachments: 4 source=AssignAgmt#page1.tif source=AssignAgmt#page2.tif source=AssignAgmt#page3.tif source=AssignAgmt#page4.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, SI LIQUIDATION CO. (formerly States Industries, Inc.), an Oregon corporation ("Assignor"), has adopted and used certain trademarks, including without limitation, any and all common law trademarks and each of the trademarks listed (as applicable) in Schedule 2.1(f) of the Asset Purchase Agreement dated as of September 13, 2010, as amended by a First Amendment to Asset Purchase Agreement dated as of September 29, 2010, by and among Assignor, as seller, and STATES INDUSTRIES, LLC (formerly Renwood States Lending, LLC) ("Assignee"), as purchaser (the "Purchase Agreement");

WHEREAS, the portions of Schedule 2.1(f) of the Purchase Agreement applicable to Assignor are incorporated herein by reference, and all of which trademarks are listed in Exhibit 1 attached hereto (all of such trademarks, including common law trademarks, applications and registrations are herein referred to as the "Trademarks");

WHEREAS, Assignee, a Delaware limited liability corporation, desires to acquire the entire right, title and interest in and to each of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee, its successors and assigns, all the right, title and interest in and to the Trademarks, including without limitation, all related common law rights, applications and registrations, together with the goodwill associated with or symbolized by the Trademarks, as well as the business with which the Trademarks are used, all rights of action resulting from prior infringement or other unauthorized use of the Trademarks, and all rights as a party in any opposition or similar proceeding.

Assignor agrees (1) not to use or apply to register any domain name, trademark or service mark which is the same as or confusingly similar to the Trademarks anywhere in world; (2) not to challenge Assignee's use, registration and further application of the Trademarks; and (3) to timely execute all necessary documents to give effect to this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 29th day of October, 2010.

SI LIQUIDATION CO.

By: John Davidson
Name: John Davidson
Title: Chief Restructuring Officer

Agreed to and Accepted by:

STATES INDUSTRIES, LLC

By: _____
Name: Mark Barbeau
Title: Manager

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 25th day of October, 2010.

SI LIQUIDATION CO.

By: _____
Name: John Davidson
Title: Chief Restructuring Officer

Agreed to and Accepted by:


STATES INDUSTRIES, LLC

By: 
Name: Mark Barbeau
Title: Manager

**Exhibit 1
Trademarks**

| Mark | Reg. No. |
|----------------------|-----------------------|
| NOVA® | USPTO 2154618 |
| ApplePly® | USPTO 2361967 |
| ShortCutz® | USPTO 3386572 |
| ArmorCore® | USPTO 2675934 |
| States | Active (unregistered) |
| Elemental | Active (unregistered) |
| NOVA Peak | Active (unregistered) |
| NOVA LAB | Active (unregistered) |
| CQ4U | Active (unregistered) |
| Versa | Active (unregistered) |
| UpFront | Active (unregistered) |
| NOVA EFX | Inactive |
| Generations | Inactive |
| Magnum Core | Inactive |
| Hardwood Specialties | Inactive |

SI Liquidation Co.



States Industries, LLC

