

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
Vallant Corp.		09/30/2010	CORPORATION: WYOMING

RECEIVING PARTY DATA

Name:	OFIC North America Inc.
Street Address:	4900 Ondura Drive
City:	Fredericksburg
State/Country:	VIRGINIA
Postal Code:	22407
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1731129	ONDURA
Registration Number:	1709894	RIDGELINE
Registration Number:	0644606	RIDGELINE
Registration Number:	2179042	DURACOR
Registration Number:	1932110	ONDURALINE
Registration Number:	0651058	ONDULINE
Registration Number:	3556227	ONDULINE
Registration Number:	1772979	TUFTEX
Registration Number:	1839442	TUFTEX VINYL GROW
Registration Number:	1864727	ULTRA VINYL
Registration Number:	1841350	DURAVIEW
Registration Number:	1450787	TUFTEX SEACORD
Registration Number:	1396826	SEACOASTER
Registration Number:	1396828	PANAVIEW

CH \$490.00 1731129

Registration Number:	1559546	
Registration Number:	3117122	TUFTEX RIDGE-LITE
Registration Number:	3123382	TUFTEX POLY-LITE
Registration Number:	3117239	TUFTEX DECKDRAIN
Serial Number:	85034329	TUFTEX DECK-TOPPER

CORRESPONDENCE DATA

Fax Number: (540)510-3050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 540-510-3046
Email: trademarks@leclairryan.com
Correspondent Name: Tara A. Branscom, LeClairRyan
Address Line 1: 10 South Jefferson Street, Suite 1800
Address Line 4: Roanoke, VIRGINIA 24011

ATTORNEY DOCKET NUMBER:	17369.0001
NAME OF SUBMITTER:	Tara A. Branscom
Signature:	/Tara A. Branscom/
Date:	02/03/2011

Total Attachments: 14
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into as of this 30th day of September, 2010 (this "Instrument"), by and among Tallant Industries, Inc., a Virginia corporation ("Tallant"), Vallant Corp., a Wyoming corporation ("Tallant"; each of Tallant and Vallant are referred to as an "Assignor" and, collectively, as the "Assignors"), John Adair (together with Sellers, the "Seller Parties") and QFIC North America Inc., a Delaware corporation (the "Assignee"). The Assignors, the Assignee and John Adair are each sometimes referred to herein as a "Party" or together as the "Parties."

WHEREAS, the Assignee, the Assignors, and John Adair are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, the Assignee has purchased all of each Assignor's right, title and interest in, to and under the Assets, including the Intellectual Property listed and described on Schedule A attached hereto (such Intellectual Property, together with all Intellectual Property rights therein, the "Assigned Intellectual Property");

WHEREAS, Assignors own all right, title, and interest in and to the Assigned Intellectual Property;

WHEREAS, the execution and delivery of this Instrument by Assignors is a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the Parties do hereby covenant and agree as follows:

1. Sale and Assignment of Assigned Intellectual Property. Each Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to all of the Assigned Intellectual Property, including all Intellectual Property rights therein, and in and to all income, royalties, damages (including past damages not yet paid), and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for infringement (including past infringement) of the rights assigned herein, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by such Assignor had this assignment not been made. The conveyance herein includes, for the avoidance of doubt, all the goodwill of the Business associated with any and all trademarks and trade names included in such Assigned Intellectual Property. The conveyance herein includes any further inventions disclosed in any patent applications in, or any other patent applications based on, the Assigned Intellectual Property.

2. Recordation of Assignment of Assigned Intellectual Property. Each Seller Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the patent and/or trademark office or agency of all foreign countries, (a) to issue any registrations granted for the trademarks and trade names included in the Assigned Intellectual Property to the Assignee as the owner of all right, title, and interest in said trademarks and trade names and (b) to record the Assignee as the

assignee and owner of any and all of any Assignor's rights and interests in the patents and patent applications included in the Assigned Intellectual Property, and to issue to the Assignee any and all granted patents resulting from any patent applications included in the Assigned Intellectual Property, or any renewals of said patents in accordance with the Assignee's interest therein.

3. Undertaking. Each Seller Party acknowledges and agrees that it shall not execute any instrument in conflict with this Instrument.

4. Conflicts. Notwithstanding anything to the contrary contained in this Instrument, Assignee, by its execution of this Instrument, and the Seller Parties, by their acceptance of this Agreement, hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Instrument. In the event of any conflict or ambiguity between the terms hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

5. Successors and Assigns. This Instrument and the covenants and agreements herein set forth shall inure to the benefit of the Parties and their respective successors and assigns and shall be binding upon the Parties and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Instrument.

6. Further Assurances. Each Seller Party shall reasonably cooperate with the Assignee to execute and deliver, or cause to be executed and delivered, all such other instruments and take all such other actions as any such Seller Party may be requested to take at any time from time to time after the date of this Instrument, consistent with the terms of this Instrument and the Asset Purchase Agreement, in order to effectuate the provisions and purposes of this Instrument and the Asset Purchase Agreement and the transactions contemplated hereby and thereby, and to document or perfect the right, title, and/or interest of the Assignee, its successors or assigns, in the Assigned Intellectual Property anywhere in the world.

7. Severability. If any provision of this Instrument is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Instrument will remain in full force and effect. Any provision of this Instrument held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

8. Amendment. This Instrument may be modified or amended only by agreement in writing of all of the Parties.

9. Captions. The captions herein are provided for convenience of reference only and shall be ignored in the construction or interpretation hereof

10. Counterparts. This Instrument may be executed in two or more counterparts, each of which shall be binding as of the date first written above. Each such copy shall be deemed an original, but all such counterparts together shall constitute one agreement, and it shall not be necessary in making proof of this Instrument to produce or account for more than one such counterpart. Any signature delivered by facsimile or other electronic means shall be deemed an original signature hereto.

11. Governing Law. In accordance with the terms of the Asset Purchase Agreement, this Instrument shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflicting provision or rule, whether of the State of

Delaware or any other jurisdiction. Section 10.2 of the Asset Purchase Agreement is incorporated by reference herein and made a part hereof.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed and delivered as of the date first above written.

ASSIGNORS:

TALLANT INDUSTRIES, INC.

By: John Adair
Name: John D. Adair, Jr.
Title: CEO

VALLANT CORP.

By: John Adair
Name: John D. Adair, Jr.
Title: President

John Adair
JOHN ADAIR

ASSIGNEE:

OFIC NORTH AMERICA INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed and delivered as of the date first above written.

ASSIGNORS:

TALLANT INDUSTRIES, INC.

By: _____
Name:
Title:

VALLANT CORP.

By: _____
Name:
Title:

JOHN ADAIR

ASSIGNEE:

OFIC NORTH AMERICA INC

By: _____
Name: Antoine Ruffo
Title: Secretary and Treasurer

SCHEDULE A

Schedule A

Assigned Intellectual Property

TRADEMARKS INFORMATION							
TRADEMARK	COUNTRY	OWNER OF MARK	REGISTRATION NO. SERIAL NO.	INT. CLASS	DATE OF ORIGINAL REGISTRATION	DATE OF RENEWAL	DESCRIPTION
Ondura	U.S.	Vallant Corp.	1,731,129 74-093,152	19	11/10/1992	11/10/2012	Building materials; namely, roofing and siding panels, roof ridge caps, roof closure strips, skylights and flashing for pipes that extend through a roof.
Ondura	Lithuania	Vallant Corp.	39184	19	7/11/2000	1/22/2019	Corrugated Asphalt Coatings (sheets) for roofing.
Ondura	European Union	Vallant Corp.	000332841	19	6/11/2000	10/17/2017	Non-Metal Roofing Panels
Ondura	Mexico	Vallant Corp.	872376	19	3/23/2005	1/17/2013	Building Materials not of metal; especially panels for roofing and walls
Ondura	Poland	Vallant Corp.	NR 173024	19	10/17/2001	10/17/2011	Building Materials, namely roofing & Siding panels roof ridge caps, roof closure strips, skylights and flashing for pipes that extend through a

TRADEMARKS INFORMATION						
Ondura	India	Vallant Corp	APPLIED January 2009 Application #1776264	19	Waiting on India Trademark Office	Building Materials, namely roofing & Siding panels & related accessories Building Materials, namely roofing & Siding panels roof ridge caps, roof closure strips, skylights and flashing for pipes that extend through a roof.
Ondura	Canada	Vallant Corp	Application #1460358 Filed 11/24/09	19	6/10 Application Published, 2 month wait for any opposition	Building Materials, namely roofing & Siding panels roof ridge caps, roof closure strips, skylights and flashing for pipes that extend through a roof.
Ondura	Philippines	Vallant Corp	Search Completed; POA signed 6/4/10 to proceeding with Application	19		Building Materials, namely roofing & Siding panels roof ridge caps, roof closure strips, skylights and flashing for pipes that extend through a roof.
Ondura	Peru	Vallant Corp	Contesting Prior Registration of Mark by another entity			

TRADEMARKS INFORMATION									
Ondura	Vietnam	Vallant Corp	Monitoring current mark owned by another entity for renewal						
Ridgeline	U.S.	Vallant Corp (ownership currently reflects Ridgeline, Inc., but we have filed a document with the PTO to correct)	1,709,894 747,184,812	11	8/25/1992	8/25/2012	Roof Ventilators	Construction board, specifically fiber board, insulating board, composite board and synthetic lumber or artificial lumber used for various construction purposes.	
Ridgeline	U.S.	Vallant Corp (ownership currently reflects Ridgeline, Inc., but we have filed a document with the PTO to correct)	644,606 72,008,085	12	4/30/1957	4/30/2017			
Duracor	U.S.	Vallant Corp. (assignment from Adair recorded with PTO on 9/9/2010)	2,179,042 75-100,666	19	8/4/1998	8/4/2018	Non-Metal Roofing Panels		
Duracor	European Union	Vallant Corp	000332825	19	2/17/2000	10/17/2017	Non-Metal Roofing Panels		
Duracor	Poland	Vallant Corp	Z160666 App. Reg. #110096	19	6/7/1996	6/7/2016	Building Materials, namely roofing & siding, ridge caps, closures strips, skylights & flashing.		

TRADemark INFORMATION							
Onduraline	U.S.	Vallant Corp.	1,932,110 74-456,189	19	10/31/1995	10/31/2015	Building Materials, namely non-metal roofing & siding panels, non-metal roof ridge caps, non-metal roof closure strips, skylights and non-metal building flashing for pipes that extend through roofs.
Onduraline	Canada	Vallant Corp.	TMA 502,610 741,023	19	10/21/1998	10/21/2013	Building Materials, namely roofing & siding, ridge caps, closures strips, skylights & flashing for pipes that extend through a roof
Onduline (Stylized)	U.S.	Vallant Corp.	651,058 72/006,376	19	9/3/1957	9/3/2017	Building Materials, more particularly Fibrous Composition Board and Fibrous Composition Panels, and Fibrous Composition Ridge Covering Elements
Onduline (Word)	U.S.	Vallant Corp.	3,556,227 77341104	19	1/6/2009	Affidavit of Use 01/06/15 Renewal 1/6/2019	Fiberboard building materials, namely, fiberboard composition board, composition panels and composition ridge covers.
Onduline	Canada	Vallant Corp.	TMA 107,126	19	1/23/1997	6/28/2017	Building Materials not of metal; especially panels for roofing and walls

TRADEMARKS INFORMATION									
Tuflex	U.S.	Vallant Corp.	1,772,979 74/31,657	17	5/25/1993	5/25/2013	Plastic Sheet Used in Bldg. Fence & Patio Const.		
Tuflex Vinyl Grew	U.S.	Vallant Corp.	1,839,442 74/416,866	19	6/14/1994	6/14/2014	Non-Metallic Roofing Panels		
Ultra Vinyl	U.S.	Vallant Corp.	1,864,727 74/442,727	17	11/29/1994	11/29/2014	Translucent & transparent vinyl sheets for construction of sun rooms & green houses		
Duraview	U.S.	Vallant Corp.	1,841,350 74/368,497	19	6/21/1994	6/21/2014	Clear Plastic Corrugated Building Panels		
Tuflex Seacord	U.S.	Vallant Corp. (ownership currently reflects Omega Corrugated., but we have filed a document with the PTO to correct)	1,450,787 73/623,005	17	8/4/1987	8/4/2017	Plastic Sheets used in Building, fence & patio construction		
Seacoaster	U.S.	Vallant Corp.	1,396,826 73/566,958	19	6/10/1986	6/10/2016	Corrugated & Flat Plastic Sheet for use in Construction		
Paraview	U.S.	Vallant Corp.	1,396,828 73/566,060	19	6/10/1986	6/10/2016	Corrugated & Flat Plastic Sheet for use in Construction		
Nail Head	U.S.	Vallant Corp.	1,559,546 73/779,438	06	10/10/1989	10/10/2019	Nails		

TRADEMARKS INFORMATION							
Tuflex Ridge-Lite	U.S.	Vallant Corp.	3,117,122 78/683841	19	7/18/2006	Affidavit of Use 7/18/12 Renewal 7/18/2016	Polycarbonate ridge caps for use in residential, commercial, or agricultural roof construction.
Tuflex Poly-Lite	U.S.	Vallant Corp.	3,123,382 78/683670	19	8/1/2006	Affidavit of Use 8/1/12 Renewal 8/1/2016	Corrugated Polycarbonate panels for use in residential, commercial or agricultural roof construction.
Tuflex Deck-Drain	U.S.	Vallant Corp.	3,117,239 78/715781	19	7/18/2006	Affidavit of Use 07/18/12; Renewal 7/18/2016	Drainage system comprised primarily of corrugated non-metal panels designed to deflect rain and moisture from the area underneath decks and porches.
Tuflex Deck-Topper	U.S.	Vallant Corp.	SN 85034329	19	Application Filed 5/2010	Published for Opposition 10/12/2010	Non-metal building products, namely slats installed over existing wooden decks and patios.

PATENTS				
PATENT	OWNER OF PATENT	PATENT NUMBER	International Classifications	DATE OF PATENT
Underdeck Drainage	Request Filed to Transfer to Vallant Corp.	US 7,584,580 B1	E04B 1/70; E04D 13/00 U.S. Cl. 52/309.1	9/8/2009
Underdeck Drainage (System/Process)	Request Filed to Transfer to Vallant Corp.	Serial No. 12/498,435 App. filed July 7, 2009		

Internet Domain Name	Expiration Date
corrugatedasphaltroofing.com	12/02/14
nulineinc.com	05/19/19
ondulineinternational.com	06/10/14
ondulinerroofing.com	06/10/14
ondura.com	11/12/13
onduraroofing.com	06/10/14
ridgeinevent.com	11/12/12
tallantinc.com	05/17/19
tuffexpanel.com	11/12/12
vallant.com	05/17/19

Unregistered Product Names	Country in Use
OnduMax	Bulgaria
OnduDE	Turkey
OndUSA	Turkey
Nuline	Russia
OnduRoof	Czech Republic
OnduBitume	Used by customers in France, Poland, Belgium