

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the identification of trademark properties by deleting US Reg. Nos. 3015257, 3295268, and 3295269 previously recorded on Reel 004418 Frame 0641. Assignor(s) hereby confirms the partial assignment pertains only to US Reg. Nos. 3131908 and 2290020.												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Jeld-Wen, Inc.</td> <td></td> <td>11/18/2010</td> <td>CORPORATION: OREGON</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Jeld-Wen, Inc.		11/18/2010	CORPORATION: OREGON				
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PROPERTY NUMBERS Total: 2													
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Registration Number:	2290020	RUNNING Y											
CORRESPONDENCE DATA													
<p>Fax Number: (503)220-2480 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (503) 294-9584 Email: awglazer@stoel.com, pphartigan@stoel.com Correspondent Name: Anne W. Glazer/Stoel Rives LLP Address Line 1: 900 SW Fifth Avenue Address Line 2: Suite 2600 Address Line 4: Portland, OREGON 97204</p>													
ATTORNEY DOCKET NUMBER:	41832-25												
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal												

OP \$65.00 3131908

Signature:	/Patrick P. Hartigan/
Date:	08/01/2011
Total Attachments: 6 source=2010-11-18.EXECUTED Assignment of Trademarks - J-W & JWDI#page1.tif source=2010-11-18.EXECUTED Assignment of Trademarks - J-W & JWDI#page2.tif source=2010-11-18.EXECUTED Assignment of Trademarks - J-W & JWDI#page3.tif source=2010-11-18.EXECUTED Assignment of Trademarks - J-W & JWDI#page4.tif source=Cover Page - Recordal of Assignment at Reel 4418, Frame 0641#page1.tif source=Cover Page - Recordal of Assignment at Reel 4418, Frame 0641#page2.tif	

ASSIGNMENT OF TRADEMARKS

JELD-WEN, inc. an Oregon corporation (“Assignor”), is the owner of the U.S. trademarks listed on Schedule A hereto (together, the “Assigned Marks”). JELD-WEN Development, Inc., an Oregon corporation (“Assignee”) desires to receive all right, title and interest in and to the Assigned Marks, as of November 17, 2010.

Capitalized terms used herein without definitions shall have the respective meanings set forth in the Stock Purchase Agreement dated as of October 16, 2010, by and between Assignor and Oregon Resorts Acquisition Partners, LP, a Delaware limited partnership (“Stock Purchase Agreement”).

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Stock Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, and all applications and registrations for the Assigned Marks, with all powers and benefits of the Assigned Marks, due or accrued, including the right to sue for and recover in Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Assigned Marks, or injury to the related goodwill.

2. The following will be submitted together with the recordation of this Assignment in the U.S. Patent and Trademark Office: (a) a request to divide Registration No. 3,131,908 and Registration No. 2,290,020, in each case to move the services “providing horse stable facilities” to a new separate registration to be retained by Assignor, and (b) a request for deletion of “horse stable facilities” from Registration No. 3,015,257. In no event shall Assignee acquire rights in any of the Assigned Marks in connection with horse stable facilities services.

3. Coexistence.

(a) Assignor will not (and will not encourage or assist any third party to) oppose, seek to cancel, object to, institute legal proceedings against, or otherwise challenge Assignee’s (or its licensee’s) use, registration or application for registration of the mark RUNNING Y RANCH or RUNNING Y, in connection with the development, recreational and other goods or services related to the the destination resort commonly known as Running Y Resort, including but not limited to homeowner associations, rental management programs, utility companies, and golf courses.

(b) Assignee will not (and will not encourage or assist any third party to) oppose, seek to cancel, object to, institute legal proceedings against, or otherwise challenge Assignor’s (or its

licensee's) use, registration or application for registration of the mark RUNNING Y RANCH or RUNNING Y, in connection with any goods or services offered as part of Assignor's diversified farming, ranching and forestry operations, including but not limited to cattle ranching, animal husbandry, horse stables, timber, forestry, agriculture, cattle, ATV tours, cinders and gravel.

(c) Assignee will not (and will not encourage or assist any third party to) oppose, seek to cancel, object to, institute legal proceedings against, or otherwise challenge Assignor's (or its licensee's) use of the mark RUNNING Y RANCH or RUNNING Y, in connection with any goods or services offered as part of Assignor's leasing of land for cell towers, agricultural uses, pasture, forestry uses and hunting rights.

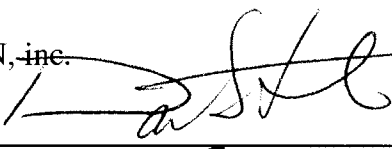
(d) The covenants in this Section 3 shall be perpetual limitations on each party's rights in and to the RUNNING Y RANCH and RUNNING Y marks. The covenants in this Section 3 shall bind and benefit any assignee, successor or licensee of or in all or part of either party's rights in the mark RUNNING Y RANCH or RUNNING Y. Any attempt by either party to transfer all or part of its rights in either mark without these covenants shall be void.

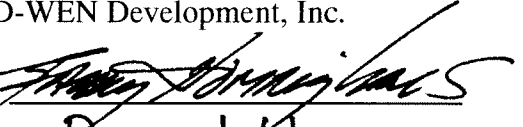
4. Each party will execute any and all documents and do all other things reasonably requested by the other party in order to make all necessary or desirable filings and records with relevant governmental authorities to give effect to the parties' intent as expressed in this Assignment of Trademarks.

5. Nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Stock Purchase Agreement.

6. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

THIS ASSIGNMENT HAS BEEN EXECUTED TO BE EFFECTIVE AS OF THE DATE REFERENCED ABOVE.

JELD-WEN, inc.
By: 
Name: DAVID G. STORK
Title: SR. V.P./GENERAL COUNSEL

JELD-WEN Development, Inc.
By: 
Name: BARRY J. HOMRIGHAUS
Title: V.P. & ASST. SEC'Y.

Schedule A to Assignment of Trademarks

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
RIDGEWATER	3,295,268	09/18/2007
RIDGEWATER & Design	3,295,269	09/18/2007
RUNNING Y RANCH & Design*	3,015,257	11/15/2005

*As to the following services only:

Class 35: Retail store services featuring sporting goods, clothing, stationery, toiletries, food, souvenirs, and convenience store items

Class 36: Real estate management and real estate agency services

Class 41: Providing facilities for canoeing, tennis, swimming, and golf

Class 43: Resort accommodations, namely, resort lodging services; resort hotel and restaurant services and provision of convention and banquet facilities

Deletion of the following services:

Class 43: Horse/stable facilities

RUNNING Y RANCH**	3,131,908	08/22/2006
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**As to the following services only:

Class 35: Retail store services featuring sporting goods, clothing, stationery, toiletries, food, souvenirs, and convenience store items

Class 36: Real estate management and real estate agency services

Class 41: Providing facilities for canoeing, tennis, swimming and golf

Class 43: Resort accommodations, namely, resort lodging services; resort hotel and restaurant services and provision of convention and banquet facilities

Assignor retains all right, title and interest in and to RUNNING Y RANCH in connection with the following services:

Class 43: Providing horse stable facilities

RUNNING Y***

2,290,020

11/02/1999

***As to the following services only:

Class 35: Retail store services featuring sporting goods, clothing, stationery, toiletries, food, souvenirs, and convenience store items

Class 36: Real estate management and real estate agency service

Class 41: Providing facilities for canoeing, tennis, swimming and golf

Class 43: Resort accommodations and resort hotel and restaurant services and provision of convention and banquet facilities

Assignor retains all right, title and interest in and to the RUNNING Y mark in connection with the following services:

Class 41: Providing horse stable facilities