

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of entire interest of only the portion of U.S. Reg. No. 2191107 pertaining to "wood products, namely wood doors". A Request to Divide Registration is filed simultaneously herewith.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Woodharbor Molding & Millworks, Inc.		02/28/2011
			Entity Type
			CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	TruStile Acquisitions, LLC		
Street Address:	1780 E. 66th Avenue		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80229		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2191107	WOODHARBOR
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
Phone:	303.223.1248		
Email:	akrause@bhfs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	10437.31 DRS 10/28/11		
NAME OF SUBMITTER:	Ashley Krause		

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**TRADEMARK
 REEL: 004651 FRAME: 0082**

Signature:	/ashleykrause/
Date:	10/28/2011
Total Attachments: 5 source=WOODHARBOR Assignment#page1.tif source=WOODHARBOR Assignment#page2.tif source=WOODHARBOR Assignment#page3.tif source=WOODHARBOR Assignment#page4.tif source=WOODHARBOR Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this ^{28TH} day of February, 2011 (the "Effective Date"), by and between Woodharbor Molding & Millworks, Inc., an Iowa corporation ("Woodharbor"), and TruStile Acquisitions, LLC, a Delaware limited liability company ("TruStile").

WHEREAS, Woodharbor owns the WOODHARBOR mark (the "Woodharbor Mark"), which is the subject of U.S. Registration No. 2,191,107 for use with "wood products, namely, wood panels, wood doors, wood moldings and millwork exclusive of cabinets" (the "Woodharbor Registration"), together with the goodwill of the business associated therewith, and also owns certain other trademarks, each as more fully described on Exhibit A attached hereto, and as set forth in Schedule 3.10 of the Agreement (defined below), together with the goodwill of the business associated therewith (collectively, the "Additional Marks");

WHEREAS, Woodharbor and TruStile have contemporaneously herewith entered into an Asset Purchase Agreement (the "Agreement") in which Woodharbor sells and TruStile acquires the portion of Woodharbor's business relating to the design and manufacture of doors, door jambs, door hinges, door hardware and moldings (the "Business"), and the parties have agreed in a Trademark Co-Existence and License Agreement of even date herewith to certain terms and conditions of co-existence with regard to the ownership and use of the Woodharbor Mark; and

WHEREAS, pursuant to the Agreement, Woodharbor desires to convey, transfer, assign, and deliver to TruStile partial right, title and interest in and to the Woodharbor Trademark while retaining the remaining right, title and interest for itself, and TruStile is desirous of acquiring such rights.

WHEREAS, pursuant to the Agreement, Woodharbor desires to convey, transfer, assign, and deliver to TruStile all of its right, title and interest in and to the Additional Marks, and TruStile is desirous of acquiring such rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Woodharbor hereby sells, assigns, and sets over to TruStile partial rights in the Woodharbor Mark consisting of any and all rights that Woodharbor may have throughout the world in and to the Woodharbor Mark that are specifically associated with the Business, including the Divided Registration (defined below) and all common law rights and rights of registration and renewal thereof, together with the portion and goodwill of the Business and which is symbolized by the Woodharbor Mark, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof (the "Door Mark"), but Woodharbor retains for itself all of the remaining rights, title and goodwill in the Woodharbor Mark. The parties agree that the Woodharbor Registration shall be divided between them, and that the child registration of the divided Woodharbor Registration shall cover "wood products, namely, wood doors," or such similar language as the U.S. Patent and Trademark

Office deems appropriate (the "Divided Registration"), and that such Divided Registration shall be owned exclusively by TruStile. For clarity, let it be known that Woodharbor retains all of the present rights in the Woodharbor Mark which are associated with the goodwill of Woodharbor Molding and Millworks, Inc. and which are not expressly assigned herein.

Woodharbor hereby sells, assigns, and sets over to TruStile, any and all rights that Woodharbor may have throughout the world in and to the Additional Marks (except as limited for the marks BRITTANY and WORTHINGTON in the manner described on Exhibit A), and the applications and registrations therefor, and all common law rights and rights of registration and renewal thereof, together with the portion and goodwill of the business to which the Additional Marks pertain and which are symbolized by the Additional Marks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof.

Woodharbor acknowledges that subsequent to the date hereof, Woodharbor shall not claim to possess any right, title or interest in and to the Door Mark and the Additional Marks (collectively, the "TruStile Marks") and shall take no actions jeopardizing the existence or enforceability of the TruStile Marks or TruStile's rights therein. As used in this Agreement, the term "TruStile Marks" shall not include or encompass use of the BRITTANY and WORTHINGTON marks with any goods or services other than those expressly set forth on Exhibit A. Woodharbor will not adopt or use or register or seek to register any name or mark or domain name anywhere in the world which is identical in word or design to the Additional Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Woodharbor and TruStile or sponsorship and/or endorsement of Woodharbor by TruStile.

Woodharbor agrees to assist TruStile in every legal but nonfinancial way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If TruStile is unable for any reason whatsoever to secure Woodharbor's signature to any document it is entitled to under this Assignment, Woodharbor hereby irrevocably designates and appoints TruStile and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Woodharbor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Woodharbor.

Woodharbor represents and warrants to TruStile that: (a) to Woodharbor's knowledge, Woodharbor was the sole owner of all rights, title and interest in the TruStile Marks; (b) Woodharbor has not assigned, transferred, licensed, pledged or otherwise encumbered the TruStile Marks or agreed to do so; (c) Woodharbor has full power and authority to enter into this Assignment and to make the assignments set forth herein, and that the performance of its obligations under this Agreement will not violate any Agreement between them and any other person, firm or organization; and (d) to Woodharbor's knowledge, none of the TruStile Marks or the use thereof, violates or infringes the rights of any third party.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument. Signatures exchanged by facsimile shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Woodharbor has executed this Assignment as of the Effective Date set forth above.

WOODHARBOR MOLDING & MILLWORKS, INC.

By:

Name: Curtis Lewerke

Title: Pres.

STATE OF IOWA

COUNTY OF

Carro Gordo

ss.

CATHERINE S. BAUER

On February 25 2011 before me, CURTIS LEWERKE, Notary Public, personally appeared CURTIS LEWERKE, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Catherine S. Bauer

My commission expires: —

Catherine S. Bauer
Iowa Notarial Seal
Commission #155268
Commission Expires: 03/08/2011

** Signature Page to Trademark Assignment **

EXHIBIT A

TO TRADEMARK ASSIGNMENT

REGISTERED TRADEMARKS

MARK	APPLICATION NO.	REGISTRATION NO.	GOODS/SERVICES
WOODHARBOR	N/A	Not yet available; child registration of Reg. No. 2,191,107	wood products, namely, wood doors (or such other similar language as the USPTO deems appropriate)
PRAIRIELAKE	76/472282	2,863,431	wood doors

COMMON LAW TRADEMARKS

All trademarks used in connection with door product lines, including but not limited to BRITTANY, WORTHINGTON, HAMPSTEAD, CHARLESTON, ARLINGTON, NEWPORT, KENDLETON, RICHMOND, and FAIRMONT, but excluding any rights in the BRITTANY and WORTHINGTON marks pertaining to cabinetry products