

TRADEMARK ASSIGNMENT

Electronic 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
The Franklin Group, Inc.		01/30/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Great Southern Wood Preserving, Inc.		
Street Address:	P. O. Box 610		
City:	Abbeville		
State/Country:	ALABAMA		
Postal Code:	36310		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3709759	PROSELECT	
Registration Number:	3735920	PRO SELECT	
CORRESPONDENCE DATA			
Fax Number:	(205)930-5100		
Phone:	205.930.5282		
Email:	tbush@sirate.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:	Timothy A. Bush, Esq.		
Address Line 1:	2311 Highland Ave. S.		
Address Line 4:	Birmingham, ALABAMA 35205		
ATTORNEY DOCKET NUMBER:	32482-33		
NAME OF SUBMITTER:	Timothy A. Bush, Esq.		
Signature:	/tab/		

CH \$65.00 3709759

Date:

02/01/2012

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is dated as of January 30, 2012, and is made by and between The Franklin Group, Inc., a Virginia corporation ("TFG") and its subsidiaries listed on the signature pages hereto (collectively, "Assignors"), and Great Southern Wood Preserving, Incorporated, an Alabama corporation ("Assignee").

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, by and between Assignors, Assignee, subsidiaries of Assignee, and the shareholders of TFG; and

WHEREAS, Assignors have agreed to the sale, transfer and assignment of the Intellectual Property Assets (as that term is defined in the Purchase Agreement) to Assignee pursuant to the terms and conditions of the Purchase Agreement, including any Intellectual Property Assets that are used by or useful to Assignors in connection with the operation of their wood treatment and related business (the "Rocky Top Business").

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Assignors do hereby agree as follows:

1. Assignors by these presents do hereby grant, bargain, sell, assign, transfer and set over to Assignee, its successors, assigns, and legal representatives, all of Assignors' right, title and interest of every kind and character throughout the world and in all countries in and to the Intellectual Property Assets, including without limitation the following assets:

1.1 any and all computer software and code owned or jointly owned by Assignors that is used or useful in the conduct of the Rocky Top Business;

1.2 any and all patents and applications (including provisional applications) therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof, including without limitation any rights existing under or through the lapsed patent set forth on the attached Exhibit "A";

1.3 all trade names, logos, common law trademarks and service marks and all trademark and service mark registrations and applications, and the goodwill of the business associated with and symbolized by said trade names, trademarks, and service marks, including without limitation those marks and registrations set forth in the attached Exhibit "A";

1.4 all rights in and to web addresses, sites and domain names of Assignors, including without limitation those set forth in the attached "Exhibit A";

1.5 any and all original works of authorship, copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; and

1.6 any and all other Intellectual Property Assets as defined in the Purchase Agreement and any similar, corresponding or equivalent rights to any of the foregoing types of intellectual property, in each case in the possession of, owned by or licensed to Assignors and used or useful in the Rocky Top Business; the same to be held and enjoyed by Assignee for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Intellectual Property Assets are granted, as fully and entirely as the same would have been held by Assignors had this assignment not been made.

2. Assignors hereby authorize and request that the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States,

whose duty is to issue registrations of patents, trademarks, service marks, or other evidence or forms relating to the Intellectual Property Assets on applications aforesaid to record the assignment of the Intellectual Property Assets and to issue the same to Assignee, for the sole use and behoof of Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignors agree that, when requested, they or any of them will, without charge but at Assignee's expense, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary, desirable or convenient for vesting, securing and maintaining right, title, and interest in and to the Intellectual Property Assets in any and all countries in Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

4. Assignors hereby authorize and empower Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignors.

5. Assignors hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee, its successors, assigns and legal representatives, or its nominees as such may be designated from time to time to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

6. To the extent not otherwise assigned herein or to the extent Assignors license any computer software and code and are permitted to do so under any applicable license agreements, Assignors do hereby further grant to Assignee a fully paid up, worldwide, non-exclusive, transferable, perpetual, fully sublicensable license to use any of the computer software and code, including source code, object code, data (including image and sound data), and user interfaces, in any form or format, however fixed, including all computer software code which may be printed out or displayed in human readable form, and other code and all related documentation or other intellectual property of Assignors as of the date hereof not otherwise assigned herein, whether patented or otherwise and whether licensed to third parties or not, in connection with the assets of the Rocky Top Business being acquired by Assignee pursuant to the Purchase Agreement, provided, however, that nothing in this Section 6 shall be deemed to imply or suggest that Assignors are not assigning and conveying to Assignee herein their full and complete right, title, and interest in and to the Intellectual Property Assets.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors have caused this Assignment of Intellectual Property Assets to be executed on the day and year first above written.

ASSIGNORS:

The Franklin Group, Inc.

By: Cary Garst
Name: Cary F. Garst
Title: President

TSO of Maryland, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TSO of Virginia, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TSO of Ohio, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

Five Star Logistics, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Leasing, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

Rocky Top Building Products, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

Rocky Top Wood Preservers, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Properties of Rocky Mount, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Properties of Ohio, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Properties of Maryland, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Properties of Pennsylvania, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

TFG Properties Rocky Mount Warehouse, Inc.:

By: Cary Garst
Name: Cary F. Garst
Title: President

EXHIBIT A

Assignors' owned Intellectual Property:

Trademarks (including common law trademarks):

ProSelect (Registration # 3709759)
ProSelect (stylized) (Registration # 3735920)
Vista Railing
Vista™ Decking
ProSeal™

Domain Names:

Rtwp.com
Innoconsup.com
prefix.com
tfgi.biz
Intranet.tfgi.biz
Mail.tfgi.biz
Wcf.tfgi.biz
Rockytopwood.com
Proselectwood.com

Patent (lapsed):

Conveying Device for Pressure Treating Wood (#6,090,452)