

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
Building Materials Corporation of America d/b/a GAF		03/08/2012	CORPORATION: DELAWARE
GAF Decking Systems LLC		03/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
ELK Composite Building Products, Inc.		03/08/2012	CORPORATION: DELAWARE
ELK Premium Building Products, Inc.		03/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Integrity Composites LLC
Composed Of:	COMPOSED OF Matthew Bevin and Jeffrey True
Street Address:	36 Colonial Drive
City:	North Yarmouth
State/Country:	MAINE
Postal Code:	04097
Entity Type:	LIMITED LIABILITY COMPANY: MAINE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3166244	RAILWAYS
Registration Number:	2760834	EZ-BUILD
Registration Number:	2733976	PERMALUMBER
Registration Number:	2944024	CROSSTIMBERS

CORRESPONDENCE DATA

Fax Number: (207)772-3627
 Phone: 207 772-1941
 Email: dnathanson@dwmlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Daina J. Nathanson
Address Line 1: 84 Marginal Way, Suite 600
Address Line 4: Portland, MAINE 04101-2480

NAME OF SUBMITTER:	Daina J. Nathanson
Signature:	/Daina J. Nathanson/
Date:	03/12/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 8th day of March, 2012 by and between **BUILDING MATERIALS CORPORATION OF AMERICA (d/b/a GAF)**, a Delaware corporation (“GAF”), **GAF DECKING SYSTEMS LLC**, a Delaware limited liability company (“GAF Decking”), **ELK COMPOSITE BUILDING PRODUCTS, INC.**, a Delaware corporation (“ECBP”), and **ELK PREMIUM BUILDING PRODUCTS, INC.**, a Delaware corporation (“EPBP” and together with GAF, GAF Decking and ECBP the “Assignor”), and **INTEGRITY COMPOSITES LLC**, a Maine limited liability company (the “Assignee”).

WITNESSETH:

WHEREAS, the Assignor owns ten (10) certain trademarks, three (3) of which are registered with the Japan Patent Office, five (5) of which are registered with the United States Patent and Trademark Office, and two (2) of which are not registered, as set forth in **Exhibit A** attached hereto (the “Trademarks”);

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of March __, 2012 (the “APA”); capitalized terms used but not defined herein shall have the meanings assigned to them in the APA; and

WHEREAS, in connection with the APA, Assignor has agreed to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks.

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

1. Assignor hereby assigns, conveys and transfers to the Assignee all of its right, title and interest in and to the Trademarks, together with the right to apply for renewal registrations in the United States and registrations anywhere else in the world, the goodwill associated therewith, all common law rights thereto, all rights in licenses and agreements connected therewith, all rights to sue and recover for damages and profits and all other remedies for past infringements thereof, and all other properties and rights related thereto.

2. Each party agrees that it will, at the request of the other, execute all reasonable documentation, including confirmatory trademark assignments and other documents, and generally do everything reasonably necessary and proper subsequent to the execution of this Trademark Assignment in order to transfer to the Assignee full ownership of the Trademarks and the properties and rights with respect thereto.

3. This Trademark Assignment, the APA and the other Ancillary Documents represent the entire agreement of the parties hereto with respect to the subject matter hereof and thereof. The limitations set forth in Section 9 of the APA are incorporated herein and made a part hereof. To the extent that any provision of this Trademark Assignment conflicts with or is

inconsistent with the terms of the APA, the APA shall govern, including with respect to the enforcement of the rights and obligations of the parties.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Trademark Assignments shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[The remainder of this page is intentionally
left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment effective as of the day and year first set forth above.

WITNESS:

James C. Murphy

James C. Murphy

James C. Murphy

James C. Murphy

ASSIGNOR

BUILDING MATERIALS CORPORATION OF AMERICA d/b/a GAF

By: James C. Murphy
Its: Vice President

GAF DECKING SYSTEMS LLC

By: James C. Murphy
Its: Vice President

ELK COMPOSITE BUILDING PRODUCTS, INC.

By: James C. Murphy
Its: Vice President

ELK PREMIUM BUILDING PRODUCTS, INC.

By: James C. Murphy
Its: Vice President

ASSIGNEE

INTEGRITY COMPOSITES LLC

By: _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment effective as of the day and year first set forth above.

ASSIGNOR

WITNESS:

BUILDING MATERIALS CORPORATION OF AMERICA d/b/a GAF

By: _____

Its:

GAF DECKING SYSTEMS LLC

By: _____

Its:

ELK COMPOSITE BUILDING PRODUCTS, INC.

By: _____

Its:

ELK PREMIUM BUILDING PRODUCTS, INC.

By: _____

Its:

ASSIGNEE

INTEGRITY COMPOSITES LLC



By: Matthew G. Berlin

Its President

EXHIBIT A
TRADEMARKS

Trademark Name	Goods	Cls #	Country	Registration Date	Registration No.
CROSSTIMBERS	Lumber for decks and porches, wood deck railing, wood fencing, other composite wood building materials, building timber.	19	Japan	07/20/2007	5061305
RAILWAYS	Metal handrails for decks; Metal fences for decks.	6	Japan	10/26/2007	5086232
RAILWAYS	Non-metal handrails for decks; Wooden fences for decks; Ceramic fences for decks; Plastic fences for decks; Fences, made of synthetic building material for decks.	19	Japan	10/26/2007	5086232
RAILWAYS (STYLIZED)	Metal outdoor deck railing for the building material industry.	6	US	10/31/2006	3166244
RAILWAYS (STYLIZED)	Non-metal outdoor deck railing for the building material industry.	19	US	10/31/2006	3166244
EZ-BUILD	Composite wood building materials, namely, decking, rails, support jists, fascia, spindles, balusters, floor and side panels, window sills, trim, support beams, structural supports, construction dimensional profiles, subfloor profiles, roof decks, beams, boards and planks.	19	US	09/09/2003	2760834
PERMALUMBER	Composite wood building materials, namely, decking, rails, support jists, fascia, spindles, balusters, floor and side panels, window sills, trim, support beams, structural supports, construction dimensional profiles, subfloor profiles, roof decks, beams, boards and planks.	19	US	07/08/2003	2733976
CROSSTIMBERS	Composite wood building materials, namely decking and fencing.	19	US	04/26/2005	2944024
DURALIFE	COMMON LAW RIGHTS ONLY - NOT REGISTERED			NOT REGISTERED	
SIESTA	COMMON LAW RIGHTS ONLY - NOT REGISTERED			NOT REGISTERED	