

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
OFIC North America Inc.		11/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Onduline		
Street Address:	35 rue Baudin		
City:	92300 Levallois-Perret		
State/Country:	FRANCE		
Entity Type:	LIMITED LIABILITY COMPANY: FRANCE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1731129	ONDURA	
Registration Number:	0644606	RIDGELINE	
Registration Number:	1709894	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	
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: 5405103050
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 540-510-3046
Email: trademarks@leclairryan.com
Correspondent Name: Tara A. Branscom
Address Line 1: LeClairRyan, 10 South Jefferson Street
Address Line 2: Suite 1800
Address Line 4: Roanoke, VIRGINIA 24011

ATTORNEY DOCKET NUMBER: 17369.0001

DOMESTIC REPRESENTATIVE

Name: Tara A. Branscom
Address Line 1: LeClairRyan, 10 South Jefferson Street
Address Line 2: Suite 1800
Address Line 4: Roanoke, VIRGINIA 24011

NAME OF SUBMITTER: Tara A. Branscom

Signature: /Tara A. Branscom/

Date: 05/21/2012

Total Attachments: 10
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AGREEMENT ON ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement on Assignment of Intellectual Property is made and entered into as of this December 14, 2011 (hereinafter referred to as the "Agreement") by and between:

OFIC North America Inc., a Delaware corporation with a principal office located at 4900 Ondura Drive, Fredericksburg, Virginia 22407, United States of America, represented by Mr Paul Nelson, Chief Executive Officer, duly empowered,

Hereinafter referred to as "ONA" or as the "Assignor",

And

Onduline, a French limited liability company, with a share capital of EUR 11.323.485,05, registered with the trade and companies register of Nanterre under the number 552 088 361, having its registered office at 35 rue Baudin 92300 Levallois-Perret, France, represented for the purpose of this Agreement by Mr Jean-Noël Fourel, President of the Managing Board,

Hereinafter referred to as "Onduline" or as the "Assignee",

ONA and Onduline being each sometimes referred to herein as a "Party" or together as the "Parties".

Whereas ONA is an Onduline wholly owned subsidiary incorporated on September 10, 2010 in the State of Delaware;

Whereas on September 30, 2010 ONA purchased the assets of Tallant Industries, Inc., a Virginia corporation ("Tallant") and Vallant Corp., a Wyoming corporation ("Vallant");

Whereas, among other things, ONA purchased all of Tallant and Vallant's right, title and interest in intellectual property;

Whereas Onduline wishes to purchase ONA's trademarks and patents listed and described on Schedule A attached hereto (such trademarks and patents together hereinafter referred to as the "Assigned Intellectual Property");

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 their mutual covenants and agreements, the Parties do hereby covenant and agree as follows.

Article 1 – Sale and assignment of Assigned Intellectual Property

The Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee, and the 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 or 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 any further inventions disclosed in any patent applications in, or any other patent applications based on, the Assigned Intellectual Property.

Article 2 – Representation and warranties

The Assignor represents and warranties that it has in no way alienated any right whatsoever attached to the Assigned Intellectual Property, having moreover settled up to this day all legal fees relating thereto.

Article 3 – Recordation of Assignment of Assigned Intellectual Property

The Assignor 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:

- (i). 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 rights, and interest in said trademarks and trade names and
- (ii). 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 renewals of said patents in accordance with the Assignee's interest therein.

Article 4 – Assignment Price

The present assignment is granted and accepted in consideration of the sum of two millions six hundred and sixty seven thousand dollars (USD 2,667,000) (hereinafter referred to as the "Assignment Price"). This Assignment Price is composed of:

- three hundred and twelve thousand dollars (USD 312,000) for patents' assignment and
- two million three hundred fifty five thousand dollars (USD 2,355,000) for trademarks assignment.

At the date of this Agreement, the Assignor is indebted to the Assignee for the sum of USD 21,485,274 (hereinafter referred to as the "Indebtedness") pursuant to a USD 21,500,000 Loan Agreement dated as of September 29, 2010.

In consideration of the foregoing, the Parties agree that the Assignee will pay the Assignment Price by compensation with the Indebtedness.

At the date of this Agreement, the Assignee issued a credit note stating the compensation.

Article 5 – Undertakings

The Assignor acknowledges and agrees that it shall not execute any instrument in conflict with this Agreement.

Article 6 – Successors and Assigns

This Agreement 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 Agreement.

For the purpose of this Article, "Person" shall mean any natural person, corporation, partnership, proprietorship, association, trust or other legal entity.

Article 7 – Further Assurances

The Assignor 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 such Assignor may be requested to take at any time from time to time after the date of this Agreement, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this 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.

Article 8 – Severability

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

Article 9 – Amendment

This Agreement may be modified or amended only by agreement in writing of the Parties.

Article 10 – Captions

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

Article 11 – Counterparts

This Agreement 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 Agreement to produce or account for more than one such counterpart.

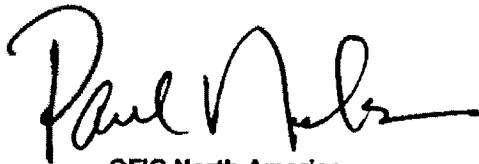
Article 12 – Governing Law

This Agreement shall be governed by, and construed in accordance with, the Laws of France, without giving effect to any choice of law or conflicting provision or rule, whether the State of France or any jurisdiction.

Article 13 – Jurisdiction

In the event of a dispute, litigation or difference after the existence, validity, interpretation or performance of this Agreement, the Parties expressly grant jurisdiction to the Paris Courts to establish the contractual terms and conditions including in the event of summary proceedings, guarantee claim or multiple defendants.

In witness whereof, the Parties hereto have caused this Agreement to be executed and delivered as of the date first above written.



OFIC North America
Paul Nelson
Chief Executive Officer



Ondulne
Jean-Noël Fouret
President of the Managing Board

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
Ondura	U.S.	OFIC North America	1,731,129 74-093,152	19	10/11/1992	Sections 8 & 9 Renewal due 11/10/2012
Ondura	Lithuania	Valiant-Corp. Assignment Filed. Awaiting notice of recordation 7/22/11	39184	19	11/07/2000	22/01/2019
Ondura	European Union	OFIC North America	000332841	19	11/06/2000	17/10/2017
Ondura	Mexico	OFIC North America	872576	19	23/03/2005	1/17/2013
Ondura	Poland	OFIC North America	NR 173024	19	10/17/2001	17/10/2021
Ondura	Canada	OFIC North America	TMA 783594	19	29/11/2010	29/11/2025
Ondura	India	Valiant-Corp Assignment FILED. Awaiting notice of recordation	APPLIED January 2009 Application #1776264	19	Waiting on India Trademark Office	10 Years; Declaration of Use due by 7/2/13. Renewal due 12/31/2020
Ondura	Philippines	Valiant-Corp ASSIGNMENT FILED Awaiting notice of recordation 7/22/11	4-2010-007165	19	31/12/2010	
Ondura	Vietnam	OFIC North America	Application No. 4-2011- 12239 June 20, 2011 Accepted by Vietnamese Trademark Registry - 9 month review.	19		

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TRADEMARKS INFORMATION

Trademark	Country	Owner of mark	Registration no./ serial no.	Int. Class	Date of original registration	Date of renewal
Ridgeline	U.S.	OFIC North America	644,606 72/008,085	12	30/04/1957	25/08/2022
Ridgeline	U.S.	OFIC North America	1,709,894 74/184,812	11	25/08/1992	25/08/2022
Duracor	U.S.	OFIC North America	2,179,042 75-100,666	19	04/08/1998	Sections 8 & 9 renewal due 8/4/2018
Duracor	European Union	OFIC North America	000332825	19	17/02/2000	17/10/2017
Duracor	Poland	OFIC North America	110096	19	07/06/1996	07/06/2016
Onduraline	U.S.	OFIC North America	1,932,110 74-456,189	19	31/10/1995	Sections 8 & 9 Renewal Due 10/31/2015
Onduraline	Canada	OFIC North America	TMA 502,610 741,023	19	21/10/1998	21/10/2013
Onduline (Stylized)	U.S.	OFIC North America	651,058 72/006,376	12	03/09/1957	Section 8 & 9 renewal Due 9/3/2017
Onduline (Word)	U.S.	OFIC North America	3,556,227 77341104	19	06/01/2009	Affidavit of Use 01/06/15 Renewal 1/6/2019
Onduline	Canada	OFIC North America	TMA 107,126	19	23/01/1997	28/06/2017
Tuffex	U.S.	OFIC North America	1,772,979 74/311,667	17	25/05/1993	Sections 8 & 9 Renewal Due 5/25/2013
TuffexVinyl Grow	U.S.	OFIC North America	1,839,442 74/416,866	19	14/06/1994	Sections 8 & 9 Renewal Due 6/14/2014
Ultra Vinyl	U.S.	OFIC North America	1,864,727 74/442,727	17	29/11/1994	Sections 8 & 9 Renewal Due 11/29/2014

TRADEMARKS INFORMATION						
Trademark	Country	Owner of mark	Registration no./ serial no.	Int. Class	Date of original registration	Date of renewal
Duraview	U.S.	OFIC North America	1,841,350 74/368,497	19	21/06/1994	Sections 8 & 9 Renewal Due 6/21/2014
Tuftex Seacord	U.S.	OFIC North America	1,450,787 73/623,006	17	04/08/1987	Sections 8 & 9 Renewal Due 8/4/2017
Seacoaster	U.S.	OFIC North America	1,396,826 73/566,058	19	10/06/1986	Sections 8 & 9 Renewal Due 6/10/2016
Panaview	U.S.	OFIC North America	1,396,828 73/566,060	19	10/06/1986	Sections 8 & 9 Renewal Due 6/10/2016
Nail Head	U.S.	OFIC North America	1,559,546 73/779,438	06	10/10/1989	Sections 8 & 9 Renewal Due 10/10/2019
Tuftex Ridge-Lite	U.S.	OFIC North America	3,117,122 78/683841	19	18/07/2006	Sections 8 & 9 Renewal Due 7/18/2016
Tuftex Poly-Lite	U.S.	OFIC North America	3,123,382 78/683670	19	01/08/2006	Sections 8 & 9 Renewal Due 8/1/2016
Tuftex DeckDrain	U.S.	OFIC North America	3,117,239 78/715781	19	18/07/2006	Sections 8 & 9 Renewal Due 7/18/2016
Tuftex Deck-Topper	U.S.	OFIC North America	SN 85034329	19	Application Filed 5/2010	Notice of Allowance 12/07/2010; 2 nd Extension of Time granted 12/6/2011; Statement of Use due 06/07/2012

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PATENTS			
Patent	Owner of patent	Patent number	Date of patent
Underdeck Drainage	4/11/11 OFIC North America Assignment Filed	US 7,584,580 B1	08/09/2009
Underdeck Drainage (System/Process)	4/11/11 OFIC North America Assignment Filed	Serial No. 12/498,435 App. filed July 7, 2009	

E04B 1/70;
E04D 13/00
U.S. Cl.
52/309.1

**AMENDMENT TO THE AGREEMENT ON
ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Amendment is made and entered into as of this April 2, 2012 (hereinafter referred to as the "**Amendment**") by and between:

OFIC North America Inc., a Delaware corporation with a principal office located at 4900 Ondura Drive, Fredericksburg, Virginia 22407, United States of America, represented by Mr Paul Nelson, Chief Executive Officer, duly empowered,

Hereinafter referred to as "**ONA**" or as the "**Assignor**",

And

Onduline, a French limited liability company, with a share capital of EUR 11.323.485,05, registered with the trade and companies register of Nanterre under the number 552 088 361, having its registered office at 35 rue Baudin 92300 Levallois-Perret, France, represented for the purpose of this Agreement by Mr Jean-Noël Fourel, President of the Managing Board,

Hereinafter referred to as "**Onduline**" or as the "**Assignee**",

ONA and Onduline being each sometimes referred to herein as a "**Party**" or together as the "**Parties**".

Whereas by an Agreement on Assignment of Intellectual Property dated as of December 14, 2011 (hereinafter referred to the "**Agreement**"), ONA assigned its trademarks and patents (hereinafter referred to as the "**Assigned Intellectual Property**") to Onduline in consideration of an amount of two millions six hundred and sixty seven thousand dollars (USD 2,667,000);

Whereas ONA intended to assign all its patents and trademarks and Onduline intended to purchase all ONA's patents and trademarks;

Whereas some trademarks and patents were missing in the Assigned Intellectual Property;

Now, therefore, in consideration of the foregoing, the Parties agree to amend the Schedule A of the Agreement as follows.

Article 1 – Amendment of Schedule A

TRADEMARKS INFORMATION						
Trademark	Country	Owner of mark	Registration no./ serial no.	Int. Class	Date of original registration	Date of renewal
Ondura	Peru	Vallant Corp	0457561-2011	19	26/08/2011	26/08/2021

PATENTS						
Patent	Inventor	Owner of patent	Patent number	Application No. Filing Date	Date of patent	Due Dates
Underdeck Drainage	Adair, John D	Assignor: Vallant Corp Assignee: OFIC North America Recorded: April 4, 2011 Reel/Frame: 026070/0615		12/956,119 Nov. 30, 2010		Response to Office Action Due: May 27, 2012 If Issued Expiration Date: April 26, 2012

Article 2 – Good will

All of the good will associated with the marks is also being assigned.

All other terms and conditions of the Agreement shall remain unchanged and continue to apply.

In witness whereof, the Parties hereto have caused this Amendment to be executed and delivered as of the date first above written.



OFIC North America
Paul Nelson
Chief Executive Officer

Onduline
Jean-Noël Fouré
President of the Managing Board

PATENTS						
Patent	Inventor	Owner of patent	Patent number	Application No. Filing Date	Date of patent	Due Dates
Underdeck Drainage	Adair, John D	Assignor: Vallant Corp Assignee: OFIC North America Recorded: April 4, 2011 Reel/Frame: 026070/0615		12/956,119 Nov. 30, 2010		Response to Office Action Due: May 27, 2012 If Issued Expiration Date: Apr 26, 2012

Article 2 – Good will

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All other terms and conditions of the Agreement shall remain unchanged and continue to apply.

In witness whereof, the Parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

OFIC North America
Paul Nelson
Chief Executive Officer



Onduline
Jean-Noël Fourel
President of the Managing Board