

## 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
Royal Group, Inc.		03/29/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Westech Building Products, Inc.		
Street Address:	2801 Post Oak Blvd., Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: DELAWARE		
Name:	Westech Building Products, Inc.		
Street Address:	2801 Post Oak Boulevard		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75250457	BROCK DECK	
Serial Number:	74003133	BROCK DOCK	
CORRESPONDENCE DATA			
Fax Number:	7136296239		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-961-9111		
Email:	lrussell@westlake.com		
Correspondent Name:	Linda K. Russell		

OP \$65.00 75250457

Address Line 1: 2801 Post Oak Blvd., Suite 600  
Address Line 4: Houston, TEXAS 77056

ATTORNEY DOCKET NUMBER:	2 US BROCK TM RECORDATION
NAME OF SUBMITTER:	Linda K. Russell
Signature:	/Linda K. Russell/
Date:	08/30/2012

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Royal Group, Inc., a Canadian corporation (hereinafter "Assignor"), is the owner of all right, title and interest in the trademarks, trade names, designs and logos of the respective United States and Canadian trademark registrations set forth on Exhibit A hereto and incorporated herein by this reference (collectively, the "Trademarks"); and

WHEREAS, Westech Building Products, Inc. , a Delaware corporation (hereinafter, the "Assignee") desires to obtain the right, title and interest in, to and under the Trademarks, pursuant to the terms of this Trademark Assignment Agreement (the "Assignment");

NOW THEREFORE, for Ten Dollars (\$10.00) paid and in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. Effective as of the 15<sup>th</sup> day of April, 2012 (the "Effective Date"), Assignor does hereby sell, assign, transfer, convey and set over unto Assignee, for Assignee's own use and benefit, and for the use and benefit of Assignee's successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, and the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for, past present and future actions or occurrences related to the Trademarks, including, but not limited to, actions for trademark infringement, dilution or unfair competition.
2. Limited Warranty. Assignor represents and warrants that: (i) all corporate action and approvals necessary to authorize this Assignment have been taken and obtained by Assignor; (ii) Assignor has the right to assign the Trademarks to Assignee, as contemplated by this Agreement; (iii) as of the Effective Date, the Trademarks will not be encumbered by, and shall be free and clear of, any liens or other security interests that would prevent or impair the assignment of the Trademarks as contemplated by this Assignment; and (iv) as of the Effective Date, Assignor has no actual knowledge of, and Assignor has not received any written notice from any third party, asserting that the Trademarks are invalid, unenforceable or infringing upon the intellectual property rights of that third party. For purposes of this Assignment, the term "actual knowledge" shall mean to the current actual knowledge of any officer of Assignor and/or Royal Outdoor Products, Inc., without any investigation or inquiry in any event.

WITH THE EXCEPTION OF THE LIMITED WARRANTY DESCRIBED IN THE PRECEDING SENTENCE OF THIS SECTION 2, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) GIVEN BY ASSIGNOR ON, OR IN CONNECTION WITH, THE TRADEMARKS ASSIGNED BY THIS TRADEMARK ASSIGNMENT AGREEMENT, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND.

**THE TRADEMARKS ARE ASSIGNED TO PURCHASER "AS-IS," WITH ALL DEFECTS AND FAULTS.**

3. Perfecting and Recording Interest in Trademarks. Assignor agrees that, upon Assignee's request, Assignor will sign all lawful and customary papers and generally provide such customary assistance as may be reasonably requested by Assignee in perfecting and recording title to the Trademarks. Assignee shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and Assignee shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the Effective Date.
4. No Obligation to Maintain, Prosecute or Defend. No obligation is hereby assumed by either Assignor or Assignee to maintain, prosecute, enforce or litigate, file, assert or defend the Trademarks.
5. Separate & Divisible Assignments. The Parties agree that the assignment of each item on Exhibit A shall be construed as separable and divisible from the assignment of every other item. The unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.
6. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement.
7. Binding Effect. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.
8. Controlling Law. This Assignment shall be deemed to have been made in the State of Georgia, U.S.A., and its form, execution, validity, construction and effect shall be determined in accordance with the laws thereof and the federal laws, regulations, treaties and international conventions relating to intellectual property.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective duly authorized officers, effective as of this 28<sup>th</sup> day of March, 2012.

"ASSIGNOR"  
Royal Group, Inc.

"ASSIGNEE"  
Westech Building Products, Inc.

By: *Mark Orcutt*  
Printed Name: Mark Orcutt  
Title: EVP Building Products  
Date: 3/29/12

By: *Robert F. Buesinger*  
Printed Name: Robert F. Buesinger  
Title: President  
Date: 3-28-2012 *RB*

**EXHIBIT A**  
**TO TRADEMARK ASSIGNMENT AGREEMENT**

**UNITED STATES**

<b>U.S. Mark</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
BROCK DECK	75/250,457	03-Mar-1997	2,163,660	09-Jun-1998
BROCK DOCK	74/003,133	17-Nov-1989	1,604,682	03-Jul-1990

**CANADA**

<b>Canadian Mark</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SIERRA DECK (design)	1101753	04-May-2001	TMA591179	30-Sept-2003
SIERRA DECK	1101754	04-May-2001	TMA591101	29-Sept-2003
BROCK DOCK	1137623	16-April-2002	TMA595780	25-Nov-2003
BROCK DECK	1137624	16-April-2002	TMA595752	25-Nov-2003