

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/07/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Masonite Holdings, Inc.		04/06/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Masonite U.S. Corporation		
Street Address:	One North Dale Mabry Highway		
Internal Address:	Suite 950		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2654083	MOHAWK	
Registration Number:	3481042	HERITAGE	
Registration Number:	1127796	CASTLEGATE	
Registration Number:	1776243	SPAN-RITE	
CORRESPONDENCE DATA			
Fax Number:	3018960607		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-896-0600		
Email:	dinman@bw-iplaw.com		
Correspondent Name:	Berenato & White, LLC		
Address Line 1:	6550 Rock Spring Drive		
Address Line 2:	Suite 240		
Address Line 4:	Bethesda, MARYLAND 20817		

TRADEMARK

ATTORNEY DOCKET NUMBER:	6240.750 AND OTHERS
NAME OF SUBMITTER:	Patricia M. Rehfield
Signature:	/s/
Date:	11/06/2012
<p>Total Attachments: 13</p> <p>source=merger_a1_masonite hold _20121106130442#page1.tif</p> <p>source=merger_a1_masonite hold _20121106130442#page2.tif</p> <p>source=merger_a1_masonite hold _20121106130442#page3.tif</p> <p>source=merger_a1_masonite hold _20121106130442#page4.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page1.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page2.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page3.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page4.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page5.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page6.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page7.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page8.tif</p> <p>source=merger_a2_masonite hold _20121106130528#page9.tif</p>	

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

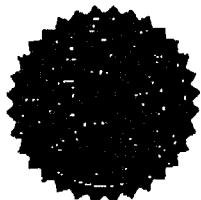
"MASONITE HOLDINGS, INC.", A FLORIDA CORPORATION,

WITH AND INTO "STILE U.S. ACQUISITION CORP." UNDER THE NAME OF "MASONITE U.S. CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTH DAY OF APRIL, A.D. 2005, AT 5:36 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3900175 8100M

050284451

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3797822

DATE: 04-07-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:47 PM 04/07/2005
FILED 05:36 PM 04/07/2005
SRV 050284451 - 3900175 FILE

**CERTIFICATE OF MERGER
OF
MASONITE HOLDINGS, INC.
INTO
STILE U.S. ACQUISITION CORP.
(Under Section 252 of the General Corporation Law of the State of Delaware)**

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, Stile U.S. Acquisition Corp., a Delaware corporation, hereby certifies the following information relating to the merger of Masonite Holdings, Inc., a Florida corporation, with and into Stile U.S. Acquisition Corp:

FIRST: The name and jurisdiction of organization and formation of each of the constituent entities which is to merge are as follows:

Name	State
Masonite Holdings, Inc.	Florida
Stile U.S. Acquisition Corp.	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving Delaware corporation is Stile U.S. Acquisition Corp.

FOURTH: At the effective time of the merger, the Certificate of Incorporation of Stile U.S. Acquisition Corp., as in effect immediately prior to the effective time of the merger, shall be the certificate of incorporation of the surviving corporation, except that Article 1 of the Certificate of Incorporation shall be hereby amended to read in its entirety:

"1. The name of the corporation is Masonite U.S. Corporation."

FIFTH: The merger of Masonite Holdings, Inc. with and into Stile U.S. Acquisition Corp. shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

051108-0433-10000-NYTR 244(321)

SIXTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving Delaware corporation. The address of such place of business of the surviving Delaware corporation is located at 1 North Dale Mabry Highway, Suite 950, Tampa, FL, 33609.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving Delaware corporation, on request and without cost, to any stockholder of Masonite Holdings, Inc. or to any stockholder of Stile U.S. Acquisition Corp.

EIGHTH: The authorized capital stock of Masonite Holdings, Inc. is 10,000 shares of common stock, having a par value of \$.01 per share.

[Remainder of page intentionally left blank.]

APR. 7. 2005 6:24PM

CORPORATE TRUST CENTER

NO. 4282 P. 5

IN WITNESS WHEREOF, Stile U.S. Acquisition Corp., as the surviving domestic corporation, has caused this Certificate of Merger to be signed as of the 6th day of April, 2005.

STILE U.S. ACQUISITION CORP.

By: 

Name: Tazzer Olson

Title: Vice President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER****(Profit Corporations)**

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to 607.1105, F.S.

FIRST: The name and jurisdiction of the surviving corporation is Stile U.S. Acquisition Corp., a Delaware corporation.

SECOND: The name and jurisdiction of the merging corporation is Masonite Holdings, Inc., a Florida corporation.

THIRD: The Agreement and Plan of Merger, which is attached to these Articles of Merger, meets the requirements of Section 607.1101 and 607.1107 of the FBCA.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the certification of incorporation of any corporation that is a party to the merger.

FIFTH: The merger shall become effective on the date on which the Articles of Merger are filed with the Florida Department of State and a Certificate of Merger is filed with the Secretary of State of the State of Delaware.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on April 5, 2005 and was adopted by the shareholders of the merging corporation on April 6, 2005.

SEVENTH: The Agreement and Plan of Merger was approved by each corporation that is a party to the merger in accordance with Chapter 607.1103 of the FBCA.

[Signature Page follows]

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Surviving Entity:

STILE U.S. ACQUISITION CORP.,
A DELAWARE CORPORATION

By: _____

Name:
Title:

Merging Entity:

MASONTPE HOLDINGS, INC.,
A FLORIDA CORPORATION

By: 

Name: Robert Tubbesing
Title: Vice President

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Surviving Entity:

STILB U.S. ACQUISITION CORP.,
A DELAWARE CORPORATION

By: 

Name:
Title:

Tegan Olson
Vice President

Merging Entity:

MASONITE HOLDINGS, INC.,
A FLORIDA CORPORATION

By: _____

Name:
Title:

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 7, 2005 (this "Agreement"), by and among Stile U.S. Acquisition Corp., a Delaware corporation ("Stile U.S."), and Masonite Holdings, Inc., a Florida corporation ("Masonite U.S.").

WITNESSETH:

WHEREAS, pursuant to that certain Share Transfer Agreement, dated as of the date hereof, Masonite Canada Corporation, a successor of Stile Acquisition Corp. ("Masonite Canada"), transferred (the "Transfer") all of the outstanding shares of common stock, par value \$0.01 per share, of Masonite U.S. (the "Masonite U.S. Shares"), to Stile U.S. as partial repayment in-kind of a loan from Stile U.S. to Masonite Canada and as consideration for the issuance of 161,889,736 shares of common stock, par value \$0.01 per share, of Stile U.S. (the "Stile U.S. Shares");

WHEREAS, following the Transfer, Masonite Canada transferred the Stile U.S. Shares to Stile Consolidated Corp. (the "Stile Consolidated Transfer");

WHEREAS, Stile U.S. desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of Masonite U.S. by means of a merger of Masonite U.S. with and into Stile U.S. (the "Merger" and together with the Transfer and the Stile Consolidated Transfer, the "Plan of Reorganization");

WHEREAS, the Plan of Reorganization is intended to qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the respective Boards of Directors of Stile U.S. and Masonite U.S. have each determined that the Merger is advisable and in the best interests of their respective stockholders, and such Boards of Directors have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the respective stockholders of Stile U.S. and Masonite U.S. have each approved this Agreement and the consummation of the Merger; and

WHEREAS, Stile U.S. and Masonite U.S. now desire to effect the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I**THE MERGER****1.1 The Merger.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Masonite U.S. shall be merged with and into Stile U.S., whereupon the separate corporate existence of Masonite U.S. shall cease and

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Stile U.S. shall be the surviving corporation (the "Surviving Corporation") under the name Masonite U.S. Corporation. The Merger shall have the effects specified in the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act ("FBCA"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of Stile U.S. and Masonite U.S. shall vest in the Surviving Corporation, and all debts, liabilities and duties of Stile U.S. and Masonite U.S. shall become the debts, liabilities and duties of the Surviving Corporation.

(b) As soon as practicable following the satisfaction or waiver of all of the conditions set forth in Article III, Stile U.S. shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Delaware and articles of merger with the Department of State of the State of Florida (the "Certificates of Merger") in such form as is required by, and executed in accordance with the relevant provisions of, the DGCL and the FBCA, respectively. The Merger shall become effective at such time as is specified in the Certificates of Merger (the "Effective Time").

1.2 **Effect on Capital Stock; Cancellation of Masonite U.S. Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of Stile U.S. or Masonite U.S., all of the issued and Masonite U.S. Shares shall from and after the Effective Time no longer be outstanding and shall be canceled without payment of any consideration therefor and shall cease to exist. Stile U.S., as the holder of all of the outstanding Masonite U.S. Shares, shall cease to have any rights with respect to such shares.

ARTICLE II

THE SURVIVING CORPORATION

2.1 **Certificate of Incorporation and Bylaws.** The certificate of incorporation of Stile U.S. as in effect immediately prior to the Effective Time shall be the certificate of incorporation of Surviving Corporation upon and after the Effective Time, unless and until thereafter duly amended in accordance with the terms thereof and the DGCL; provided that such certificate of incorporation shall reflect "Masonite U.S. Corporation" as the name of the Surviving Corporation. The bylaws of Stile U.S. as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, unless and until thereafter duly amended in accordance with the terms thereof, the Certificate of Incorporation and the DGCL.

2.2 **Directors and Officers.** The directors of Stile U.S. immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws. The officers of Masonite U.S. immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws.

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ARTICLE III

CONDITIONS PRECEDENT

3.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of Stile U.S. and Masonite U.S. to consummate the Merger are subject to the fulfillment of each of the following conditions:

- (a) Masonite Canada shall have completed the Stile Consolidated Transfer;
- (b) The Merger shall have been approved by the sole stockholder of each of Stile U.S. and Masonite U.S.;
- (c) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any proceeding by any governmental entity seeking any of the foregoing be pending; and
- (d) There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

ARTICLE IV

TERMINATION

4.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time

- (a) by mutual written consent of Stile U.S. and Masonite U.S.; or
- (b) by either Stile U.S. or Masonite U.S., if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Stile U.S. or Masonite U.S. from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

4.2 Effect of Termination. If this Agreement is terminated pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of either party hereto (or any of its directors, officers or stockholders).

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ARTICLE V

MISCELLANEOUS

5.1 Amendments; No Waivers.

(a) Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Stile U.S. and Masonite U.S. at any time prior to the Effective Time with respect to any of the terms contained herein.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and undertakings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement, except as otherwise expressly provided in this Agreement.

5.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

5.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement, and any purported assignment or other transfer without such consent shall be void and unenforceable. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

5.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, Stile U.S. and Masonite U.S. have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

STILE U.S. ACQUISITION CORP.

By: _____
Name:
Title:

MASONITE HOLDINGS, INC.

By: Robert H. Tubbsing
Name: Robert Tubbsing
Title: Vice President

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IN WITNESS WHEREOF, S&B U.S. and Masonite U.S. have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

STILE U.S. ACQUISITION CORP.

By: 

Name: 

Title: Tegar Olson
Vice President

MASONITE HOLDINGS, INC.

By: _____

Name: _____

Title: _____

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