

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
The Empire Company, Inc.		07/01/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Empire Company, LLC		
Street Address:	90 Monroe Ave. NW, Suite 601		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1930072	BUILDER'S PREFERENCE	
Registration Number:	1521831	E EMPIRE	
Registration Number:	2414144	EMPIRE	
Registration Number:	2816574	THE GALLERY COLLECTION	
Registration Number:	4065682	CREATIVE STAIR PARTS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	scott.barnett@troutmansanders.com		
Correspondent Name:	Scott Barnett		
Address Line 1:	55 W. Monroe St., Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	040704.000007		
DOMESTIC REPRESENTATIVE			

900242997

**TRADEMARK
 REEL: 004934 FRAME: 0513**

CH \$140.00 1930072

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Scott D. Barnett
Signature:	/Scott D. Barnett/
Date:	01/03/2013

Total Attachments: 5

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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (this "Assignment") is made and entered into effective as of this 1st day of July, 2012 ("Effective Date"), by and among (i) The Empire Company, LLC, a Michigan limited liability company ("Assignee"), and (ii) The Empire Company, Inc., a Michigan corporation ("Assignor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee their entire right, title and interest in and to the trademarks, trademark applications and trademark licenses set forth on the attached Appendix A and the copyright on the attached Appendix B (collectively, the "Intellectual Property"), for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors represent and warrant that: (i) they are the sole and exclusive owners of the entire right, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances other than those arising under the Credit Agreement dated June 24, 2011, as amended by Amendment No. 1 to Credit Agreement, dated as of June 30, 2011, as further amended by Amendment No. 2 to Credit Agreement, dated as of August 8, 2011, as further amended by Amendment No. 3 to Credit Agreement, dated as of September 28, 2011, as further amended by Amendment No. 4 to Credit Agreement, dated as of November 9, 2011 and as further amended by Amendment No. 5 to Credit Agreement, dated as of April 23, 2012 (as the same may from time to time be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Tenon Limited, Fletcher Woods Solutions, Inc., the other Borrowers party thereto, the other Loan Parties thereto and the Lenders party thereto, to which it is a party; (ii) they have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) they have not executed, and will not execute, any agreement or other instrument in conflict herewith.


Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition,

infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.


ASSIGNEE:

THE EMPIRE COMPANY, LLC

By: 
Name: Paul Crilland
Its: VP

ASSIGNOR:

THE EMPIRE COMPANY, INC.

By: 
Name: Paul Crilland
Its: VP

APPENDIX A

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Builder's Preference	10/24/1995	1,930,072
E Empire (Stylized)	01/24/1989	1,521,831
Empire	12/19/2000	2,414,144
The Gallery Collection	02/24/2004	2,816,574
Creative Stair Parts (Stylized)	12/6/2011	4,065,682
Empire	06/12/1998	TMA495,953 (Canadian TM Reg.)

II. TRADEMARK LICENSES

<u>Name of Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
The Empire Company, Inc.	National Trust for Historic Preservation Trademark License Agreement	12/13/2007	National Trust for Historic Preservation (Licensor) and The Empire Company, Inc. (Licensee)
The Empire Company, Inc.	Re: First Amendment to National Trust Trademark License Agreement (FY08-3090)	2/5/2008	National Trust for Historic Preservation (Licensor) and The Empire Company, Inc. (Licensee)
The Empire Company, Inc.	First Amendment to Trademark Licensing Agreement	4/1/2009	National Trust for Historic Preservation (Licensor) and The Empire Company, Inc. (Licensee)
The Empire Company, Inc.	Trademark Sublicense Agreement	8/2/2010	The Empire Company, Inc. (Licensor) and COMMCO, LLC (Licensee)
The Empire Company, Inc.	Non-exclusive License Agreement	2/1/2010	Flip Face Inc. (Licensor) and The Empire Company, Inc. (Licensee)

APPENDIX B

I. COPYRIGHT REGISTRATIONS

<u>Copyright Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
Computer program	4/20/1995	TX0004167235