

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/19/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Focal Point Products, Inc.		12/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RAS Penndial, LLC
Street Address:	12 Arentzen Boulevard
City:	Charleroi
State/Country:	PENNSYLVANIA
Postal Code:	15022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1525696	CONTOUR-ALL
Registration Number:	1429715	FOCAL POINT
Registration Number:	1212456	FOCAL POINT
Registration Number:	1299527	HIGHSTYLE
Registration Number:	1695139	HIGHSTYLE
Registration Number:	3525951	FOCAL FINISH

CORRESPONDENCE DATA

Fax Number: 2565175285
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 256-517-5132
 Email: wbabcock@babco.com
 Correspondent Name: Kathleen T. Milam
 Address Line 1: 200 Clinton Avenue West

OP \$165.00 1525696

Address Line 2: Suite 900
Address Line 4: Huntsville, ALABAMA 35801

ATTORNEY DOCKET NUMBER: 206483301001

NAME OF SUBMITTER: Kathleen T. Milam

Signature: /Kathleen T. Milam/

Date: 04/10/2013

Total Attachments: 7

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Execution Copy

STOCK PURCHASE AGREEMENT

among

RAS PENNDIAL, LLC

and

NOMACO INC.

DECEMBER 19, 2008

TRADEMARK

REEL: 005002 FRAME: 0307

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of December 19, 2008, by RAS Penndial, LLC, a Delaware limited liability company (the "Buyer"), and Nomaco Inc., a Delaware corporation ("Nomaco" or the "Seller").

STATEMENT OF PURPOSE

The Seller owns all of the outstanding capital stock of Focal Point Products, Inc., a Delaware corporation ("Focal Point"). The Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to the Buyer, all of the outstanding capital stock of Focal Point for the consideration and on the terms and subject to the conditions set forth in this Agreement.

ARTICLE I DEFINITIONS

"Accounts Payable" is defined in Section 4.7(c).

"Accounts Receivable" is defined in Section 4.7(b).

"Affiliate" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

"Agreement" is defined in the opening paragraph.

"Assets" is defined in Section 4.7(a).

"AWM" is defined in Section 2.2(a).

"AWM Note" is defined in Section 2.2(a).

"Business Day" means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by law to be closed in Raleigh, North Carolina.

"Buyer" is defined in the opening paragraph.

"Buyer Indemnified Parties" is defined in Section 6.1(a).

"Closing" is defined in Section 2.4.

"Closing Date" is defined in Section 2.4.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code § 4980B.

4842-9192-0899.02

(e) each power of attorney; (f) each Contract for Indebtedness or capital expenditures in excess of \$5,000; (g) each collective bargaining agreement and other Contract to or with any labor union or other employee representative of a group of employees; (h) each written warranty, guaranty, and/or other similar undertaking with respect to contractual performance extended by any Company other than in the Ordinary Course of Business; and (i) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing. Except as set forth on Schedule 4.10, each Material Contract, with respect to the Companies, is legal, valid, binding, enforceable, in full force and effect and will continue to be so on the same terms following the Closing Date.

4.11 Books and Records. The books of account, minute books, stock record books, and other records of each Company, all of which have been made available to Buyer, are complete and correct in all material respects. At the Closing, all of those books and records will be in the possession of Buyer.

4.12 Intellectual Property.

(a) Except as set forth on Schedule 4.12(c), each Company owns or has the right to use all Intellectual Property necessary for the operation of the business of such Company as presently conducted. To the Seller's and Company's Knowledge, no Company is violating or infringing upon any Intellectual Property of third parties, except for such violations or infringements that would not reasonably be expected to have a Material Adverse Effect.

(b) Schedule 4.12(b) identifies each active patent or registration (including copyright, trademark and servicemark) that has been issued to any Company with respect to any of its Intellectual Property, identifies each active patent application or application for registration that any Company has made with respect to any of its Intellectual Property, and identifies each license, agreement or other permission that any Company has granted to any third party with respect to any Intellectual Property owned by any Company. With respect to each item of Intellectual Property listed in Schedule 4.12(b), except as set forth on Schedule 4.12(b): (i) the Companies possess all right, title and interest in and to the item, free and clear of any Encumbrance, other than Permitted Encumbrances, as set forth on Schedule 4.7(a), and (ii) no Proceeding is pending or, to the Seller's and Company's Knowledge, threatened that challenges the legality, validity, enforceability, use or ownership of the item.

(c) Schedule 4.12(c) identifies each item of Intellectual Property that any Company uses pursuant to license, agreement or permission (a "License"). With respect to each item of Intellectual Property required to be identified in Schedule 4.12(c): (i) to the Seller's and Company's Knowledge, no Proceeding is pending or is threatened that challenges the legality, validity or enforceability of such item and (ii) no Company has granted any sublicense or similar right with respect to the License relating to such item. Schedule 4.12(c) also contains a complete and accurate list and summary description, including any royalties paid or received by any Company, of all Contracts relating to the Intellectual Property Assets to which any Company is a party or by which any Company is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs under which any Company is the licensee. There are no outstanding and, to the Seller's and Company's Knowledge, no threatened disputes or disagreements with respect to any such agreement.

The Parties have executed and delivered this Stock Purchase Agreement as of the date first written above.

WITNESS/ATTEST

Rana Khan Ansari

BUYER:

RAS PENNDIAL, LLC

By: Afsan R. Khan
Name: AFSAN R. KHAN
Title: CEO

WITNESS/ATTEST

SELLER:

NOMACO INC.

By: _____
Name: _____
Title: _____

For the purpose of Article X:

WITNESS/ATTEST

NOËL GROUP, LLC

By: _____
Name: _____
Title: _____

For the purpose of Article X:

WITNESS/ATTEST

Rana Khan Ansari

RAS INDUSTRIES, L.P.

By RAS Industries, Inc., G.P.

By: Afsan R. Khan
Name: AFSAN R. KHAN
Title: CEO

For the purpose of Section 2.2:

WITNESS/ATTEST

FOCAL POINT PRODUCTS, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Stock Purchase Agreement]

The Parties have executed and delivered this Stock Purchase Agreement as of the date first written above.

WITNESS/ATTEST

BUYER:

RAS PENNDIAL, LLC

By: _____
Name: _____
Title: _____

WITNESS/ATTEST

SELLER:

NOMACO INC.

Stanley Solman

By: [Signature]
Name: Steven C. Thompson
Title: Sec'y

For the purpose of Article X:

WITNESS/ATTEST

NOËL GROUP, LLC

Stanley Solman

By: [Signature]
Name: Steven C. Thompson
Title: CEO

For the purpose of Article X:

WITNESS/ATTEST

RAS INDUSTRIES, L.P.
By RAS Industries, Inc., G.P.

By: _____
Name: _____
Title: _____

For the purpose of Section 2.2:

WITNESS/ATTEST

FOCAL POINT PRODUCTS, INC.

Stanley Solman

By: [Signature]
Name: Steven C. Thompson
Title: Sec'y

[Signature Page to Stock Purchase Agreement]

TRADEMARK

REEL: 005002 FRAME: 0311

SCHEDULE 4.12(b)

OWNED INTELLECTUAL PROPERTY

Focal Point Patent Inventory

<i>Client No.</i>	<i>Title</i>	<i>Type</i>	<i>Country</i>	<i>Serial No.</i>	<i>Patent No.</i>	<i>Status</i>	<i>Comments</i>
319FOCAL-030	Molding of Synthetic Resin Foam w/Hidden Fittings	Utility	U.S.	120,326	5433048	Granted	Final maintenance fee paid
319FOCAL-036	Clip System for Installing Molding	Design	U.S.	29/221,545	D531,017	Granted	
319FOCAL-041	Clip System for Installing Chair Rail	Design	U.S.	29/232,235	D551,959	Granted	
319FOCAL-042	Clip System for Installing Medallions	Design	U.S.	29/273,650	D562124	Granted	
319FOCAL-135	Retrofit System for Doors, Windows and Framed Openings	Utility	U.S.	12/229,427 (filed 8/21/08)		Pending	Recently filed
319FOCAL-135-1	PCT Retrofit System for Doors, Windows and Framed Openings	Utility	PCT	PCT/US2008/10021 (filed 8/21/08)		Pending	Demand due 4/11/2009
319FOCAL-136	Seam Cover System for Crown Molding Installations	Utility	U.S.	12/228,116 (filed 8/8/08)		Pending	Recently filed
319FOCAL-136-1	PCT Seam Cover System for Doors, Windows and Framed Openings	Utility	PCT	PCT/US2008/08502 (filed 8/8/08)		Pending	Demand due 4/11/2009

Focal Point Trademark Inventory

<i>Client Number</i>	<i>Trademark</i>	<i>Country</i>	<i>Serial</i>	<i>Registration</i>	<i>Renewal Due</i>	<i>Goods/ Services</i>	<i>Status</i>
319FOCAL-004	CONTOUR-ALL	U.S.	73/693,096	1525696	2/21/09	Polymeric Material	Registered instructions received to abandon 9/2/008
319FOCAL-005	FOCAL POINT	U.S.	73/609,262	1429715	2/24/17	Adhesive for Building	Registered
319FOCAL-007	FOCAL POINT	U.S.	73/329,867	1212456	10/12/12	Architectural Ornamentation	Registered
319FOCAL-008	HIGHSTYLE	U.S.	73/426,884	1299527	10/9/14	For Architectural Products -	Registered
319FOCAL-009	HIGHSTYLE	U.S.	74/052,614	1695139	6/16/12	Adhesive for Building	Registered
319FOCAL-013	FOCAL POINT	Argentina	1981442	1706379	11/23/08	Plastic moldings, wall	Registered abandoned 10/27/08
319FOCAL-015	FOCAL POINT	Columbia	95024288	161067	10/20/2015	Goods as listed in 319Focal-007	Registered
319FOCAL-016	FOCAL POINT	Costa Rica	96744	96744	Unknown	Goods as listed in 319Focal-007	Registered
319FOCAL-017	FOCAL POINT	El Salvador	2226/96			Goods as listed in 319Focal-007	Pending
319FOCAL-020	FOCAL POINT	Mexico	137061	421106	4/3/12	Moldings, columns, friezes and	Registered
319FOCAL-024	FOCAL POINT	China	9900056569	1676249	12/6/11	Non-metallic building	Registered
319FOCAL-025	FOCAL POINT	Japan	7-58052	4282812	6/11/09	Goods as listed in 319Focal-007	Registered
319FOCAL-131	FOCAL POINT	Benelux	079910	562401	12/9/2014	See registration for goods,	Registered
319FOCAL-132	FOCAL POINT	International	638665	638665	6/2/2015	See registration for goods	Registered
319FOCAL-133	FOCAL FINISH	U.S.	78/955,061	3,525,951	10/28/2014	Non-metal architectural	Granted