

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Macon Products, LLC		04/21/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Digger Specialties, Inc.
<b>Street Address:</b>	3446 U.S. 6 East
<b>City:</b>	Bremen
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46506
<b>Entity Type:</b>	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2666096	VINYL GARD
Registration Number:	3497805	SHADOW GROOVE
Registration Number:	3352506	GET IN THE ZONE
Registration Number:	3476714	HZ
Registration Number:	3138834	QUANTUM
Registration Number:	1706780	REDI-PAK
Registration Number:	2668664	HERITAGE
Registration Number:	2605083	CENTURION
Registration Number:	2615236	CENTURION
Registration Number:	1940598	TECK DECK
Registration Number:	2700159	DEFINITY
Registration Number:	2609330	PERFLEX

**CORRESPONDENCE DATA**

Fax Number: 7136296239

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 7139609111

Email: lrussell@westlake.com

Correspondent Name: Linda K. Russell, Westech Legal Dept.

Address Line 1: 2801 Post Oak Blvd. Suite 600

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Linda Russell
Signature:	/Linda Russell/
Date:	06/20/2013
<b>Total Attachments: 4</b> source=2009-04-21 Executed Assignment from Macon to Digger#page1.tif source=2009-04-21 Executed Assignment from Macon to Digger#page2.tif source=2009-04-21 Executed Assignment from Macon to Digger#page3.tif source=2009-04-21 Executed Assignment from Macon to Digger#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is made and entered into this 21<sup>st</sup> day of April 2009 by and between MACON PRODUCTS, LLC, a Delaware limited liability company ("**Assignor**"), and DIGGER SPECIALTIES, INC., an Indiana corporation ("**Assignee**").

## BACKGROUND INFORMATION

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of April 20, 2009 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets, on the terms and conditions set forth in the Purchase Agreement, including the registered trademarks, registered service marks, applications for registration of trademarks, applications for registration of service marks, unregistered trademarks and unregistered service marks identified on Schedule A (collectively, the "**Marks**"), and the goodwill associated therewith.

WHEREAS, pursuant to the Purchase Agreement, Assignor's rights, title and interest in and to the Marks is to be assigned to Assignee.


## ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, Assignor does hereby irrevocably and unconditionally sell, assign, transfer and set over to Assignee, all of Assignor's right, title and interest in and to the Marks together with the goodwill associated therewith; together with all income, royalties or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, 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.

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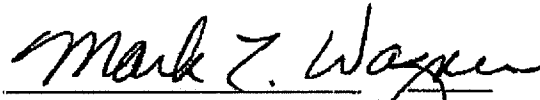
IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

Digger Specialties, Inc.

By:   
Name: Loren R. Graber  
Title: president

State of INDIANA            )  
  ) SS:  
County of MARSHALL        )

On this 21<sup>st</sup> day of April, 2009 personally appeared before me Loren R. Graber known to me to be the president of Digger Specialties, Inc. who acknowledged that he signed this instrument as free act on behalf of Digger Specialties, Inc.

  
Notary Public – Mark E. Wagner  
My commission expires: 6-30-15

SIGNATURE PAGE OF DIGGER SPECIALTIES, INC.  
TRADEMARK ASSIGNMENT

{1719850:}

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

Macon Products, LLC

By: [Signature]  
Name: Larry Troyer  
Title: Asst. Secretary

State of Ohio )  
County of Holmes ) SS:

On this 20<sup>th</sup> day of April 2009 personally appeared before me Larry Troyer known to me to be Asst. Secretary of Macon Products, LLC who acknowledged that he/she signed this instrument as free act on behalf of Macon Products, LLC.

[Signature: Debra S. Yoder]  
Notary Public  
My commission expires: Notary Public-State of Ohio  
DEBRA S. YODER  
My Commission Expires 09-01-2009

SIGNATURE PAGE OF MACON PRODUCTS, LLC  
TRADEMARK ASSIGNMENT

{1719850:}

EXHIBIT A

Matter#	Country	Type	Reg/Pat #	Serial#	Description
39157	US	Trademark	pending	77/382,309	EXCELLSIOR DECKING
38334	US	Trademark	3,497,805	77/182,922	SHADOWGROOVE
38103	US	Trademark	3,352,506	78/973,101	GET IN THE ZONE
38102	US	Trademark	3,476,714	78/973,076	HZ
37538	US	Trademark	3,138,834	78/718,533	QUANTUM
37019	US	Trademark	2,954,243	76/528,282	REDIPAK
36676	US	Trademark	2,386,981	75/570,035	DURAVINYL
36672	US	Trademark	1,641,277	73/799,921	VINYLGARD
36671	US	Trademark	2,666,096	76/341,051	VINYLGARD
36670	US	Trademark	1,706,780	74/094,692	REDI-PAK
36669	US	Trademark	2,668,664	76/341,050	HERITAGE
36668	US	Trademark	1,593,318	73/814,654	HERITAGE
36666	US	Trademark	2,605,083	75/473,153	CENTURION
36665	US	Trademark	2,615,236	76/341,053	CENTURION
36647	US	Trademark	2,609,330	76/242,120	PERFLEX
36646	US	Trademark	2,620,386	76/231,006	SUREGRIP
36645	US	Trademark	2,735,999	76/341,052	TECK DECK
36644	US	Trademark	1,940,598	74/533,357	TECK DECK
36615	US	Trademark	2,700,159	76/420,664	DEFINITY
2-37538	CAN	Trademark	1,281,751	TMA675,426	QUANTUM
2-36686	CAN	Trademark	487,338	TMA487,338	GARDEN ESSENCE
2-36676	CAN	Trademark	197,200	TMA197,200	DURA-VINYL
2-36672	CAN	Trademark	369,748	TMA369,748	VINYLGARD
2-36670	CAN	Trademark	381,378	TMA381,378	REDI-PAK
2-36667	CAN	Trademark	543,880	TMA543,880	FREEDOM DECK
2-36647B	CAN	Trademark	1,158,817	TMA607,537	PERFLEX
2-36647	CAN	Trademark	1,096,751	TMA587,770	PERFLEX
2-36646	CAN	Trademark	1,094,941	TMA588,206	SUREGRIP

(1719850:)