

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
TIN Inc.		07/19/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Georgia-Pacific Panel Products LLC
<b>Street Address:</b>	133 Peachtree Street,N.E.
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	76051503	FIBER BASE
Serial Number:	78849756	FIBER BRACE
Serial Number:	78708752	FIBERBRACE
Serial Number:	77657366	GREENLITE
Serial Number:	77833323	HOE-DOWN
Serial Number:	73746427	POINT FIVE
Serial Number:	77645926	PREVIDA
Serial Number:	77028840	QUIETBRACE
Serial Number:	74248088	SAVANNAH LAP
Serial Number:	74457968	SHADOWROUND
Serial Number:	75703392	SOUND CHOICE
Serial Number:	74609098	TRIMCRAFT
Serial Number:	75143729	ULTRA MDF
Serial Number:	76562657	ULTRA LITE

CH \$390.00 76051503

Serial Number:

77537892

ULTRASTOCK

**CORRESPONDENCE DATA**

Fax Number:

4045841461

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

Phone:

404-652-5719

Email:

gptrademarks@gapac.com

Correspondent Name:

Erica J. Weiner

Address Line 1:

133 Peachtree Street, N.E.

Address Line 4:

Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:

PANEL PRODUCTS ASSIGNMENT

NAME OF SUBMITTER:

Sheena L. Wilson

Signature:

/Sheena L. Wilson/

Date:

08/01/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

(Panel Products)

This Trademark Assignment (this "Assignment") is made and entered into this 19th day of July, 2013 by and between TIN INC., a Delaware corporation ("Assignor"), and GEORGIA-PACIFIC PANEL PRODUCTS LLC, a Delaware limited liability company ("Assignee"), pursuant to the Purchase Agreement, dated as of December 12, 2012, by and among INTERNATIONAL PAPER COMPANY, a New York corporation ("IP"), GEORGIA-PACIFIC BUILDING PRODUCTS LLC, a Delaware limited liability company ("GP BUILDING PRODUCTS"), and, solely for the purposes of Section 11.12 thereof, GEORGIA-PACIFIC LLC, a Delaware limited liability company ("GP"), as amended by that certain letter agreement, dated as of July 3, 2013, by and among IP, GP BUILDING PRODUCTS and GP, and as further amended by that certain letter agreement, dated as of the date hereof, by and among IP, GP BUILDING PRODUCTS, GP and Assignee.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks set forth on Schedule A ("Trademarks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks 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 Trademarks, 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.

2. Assignee shall request the Commissioner of Patents and Trademarks of the United States or the analogous individual or agency responsible for trademarks, service marks, trade/assumed names in other countries referenced in Schedule A, to record Assignee as owner of the Trademarks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

[SIGNATURE PAGE FOLLOWS]

The Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned officers thereunto duly authorized on the date first written above.

ASSIGNOR:

ASSIGNEE:

TIN INC.

GEORGIA-PACIFIC PANEL PRODUCTS  
LLC

By: 

Name: Mark S. Sutton

Title: President

By: \_\_\_\_\_

Name: Duane R. Hughes

Title: Attorney-in-Fact

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT -- PANEL PRODUCTS]

TRADEMARK  
REEL: 005082 FRAME: 0801

The Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned officers thereunto duly authorized on the date first written above.

ASSIGNOR:

TIN INC.

By: \_\_\_\_\_  
Name: Mark S. Sutton  
Title: President

ASSIGNEE:

GEORGIA-PACIFIC PANEL PRODUCTS  
LLC

By: Duane R. Hughes  
Name: Duane R. Hughes  
Title: Attorney-in-Fact

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT – PANEL PRODUCTS]

*M*

Schedule A

Trademark Name	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ULTRA MDF CUSTOM DESIGN CAPABILITIES & Design	CANADA	0862975	11/28/1997	TMA502713	10/23/1998
PREVIDA	MEXICO	1259870	3/21/2012		
PREVIDA	MEXICO	1259869	3/21/2012	130242	8/16/2012
FIBER BASE	USA	76/051503	5/18/2000	2535066	1/29/2002
FIBER BRACE	USA	78/849756	3/30/2006	3205834	2/6/2007
FIBERBRACE	USA	78/708752	9/8/2005	3176495	11/28/2006
GREENLITE	USA	77/657366	1/27/2009	3654714	7/14/2009
HOE-DOWN	USA	77/833323	9/23/2009	3784467	5/4/2010
POINT FIVE	USA	73/746427	8/15/1988	1531994	3/28/1989
PREVIDA	USA	77/645926	1/8/2009	3800482	6/8/2010
QUIETBRACE	USA	77/028840	10/25/2006	3319273	10/23/2007
SAVANNAH LAP	USA	74/248088	2/18/1992	1752579	2/16/1993
SHAWDOWROUND	USA	74/457968	11/15/1993	1884984	3/21/1995
SOUND CHOICE	USA	75/703392	5/12/1999	2448301	5/1/2001
TRIM CRAFT	USA	74/609098	12/9/1994	1948614	1/16/1996
ULTRA MDF	USA	75/143729	8/1/1996	2181190	8/11/1998
ULTRA LITE	USA	76/562657	12/2/2003	2918611	1/18/2005
ULTRASTOCK	USA	77/537892	8/4/2008	3576107	1/17/2009
PREVIDA	European Community	11669314	3/19/2013		

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