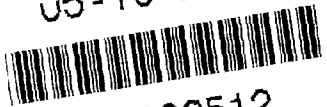


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cemplank, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Pennsylvania Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 16, 2002

2. Name and address of receiving party(ies)

Name: James Hardie Building Products, Inc.

Internal Address:

Street Address: 26300 La Alameda, Suite 100

City: Mission Viejo State: CA Zip: 92691

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nevada Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2002 MAY -7 AM 9:09 FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/216,862 76/297,448 76/297,168

B. Trademark Registration No.(s)

1,898,116 2,103,327 2,138,746 1,699,827 2,110,631 2,162,962

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William G. Lane, Esq.

Internal Address: William G. Lane, Inc., P.C.

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed Authorized to be charged to deposit account

05/15/2002 TDI AZI 00000140 75216862

01 FC:481 02 FC:482

40.00 OP 325.00 OP

Street Address: 16485 Laguna Canyon Road

Suite 250

City: Irvine State: CA Zip: 92618

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William G. Lane Name of Person Signing

Signature

4/25/2002 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Cemplank, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: James Hardie Building Products, Inc.  
 Internal \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 \_\_\_\_\_

B. Trademark Registration No.(s)  
 2,164,858    2,164,883    2,170,542  
 2,215,174    2,361,443

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: \_\_\_\_\_  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

\_\_\_\_\_  
 Name of Person Signing    Signature    Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

# ASSIGNMENT AND MEMORANDUM OF ASSIGNMENT

This Assignment and Memorandum of Assignment between CEMPLANK, INC., a Pennsylvania Corporation, having offices at Excelsior Industrial Park, P.O. Box 99, Blandon, Pennsylvania 19510 (hereinafter referred to as "Assignor"), and JAMES HARDIE BUILDING PRODUCTS, INC., a Nevada corporation, having offices at 26300 La Alameda, Suite 100, Mission Viejo, California 92691 (hereinafter referred to as "Assignee").

WHEREAS Assignor owned the entire right, title and interest in and to the following Trademarks and the United States Trademark Registrations and pending applications for trademark registration therefore:

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| ULTRABOARD       | 1,898,116               | 6/6/95                   |
| CEMROC           | 1,699,827               | 7/7/92                   |
| FC PLANK         | 2,103,327               | 10/7/97                  |
| F.C.P.           | 2,110,631               | 11/4/97                  |
| FCP              | 2,138,746               | 2/24/98                  |
| CEMSOFFIT        | 2,162,962               | 6/2/98                   |
| CEMPLANK         | 2,164,858               | 6/9/98                   |
| CEMTRIM          | 2,164,883               | 6/9/98                   |
| CEMPANEL         | 2,170,542               | 6/30/98                  |
| CEMFLEX          | 2,215,174               | 12/29/98                 |
| SIDE WITH US     | 2,361,443               | 6/27/00                  |

| <u>Trademark</u>     | <u>Application No.</u> | <u>Filing Date</u> |
|----------------------|------------------------|--------------------|
| CEMBOARD             | 75/216,862             | 12/23/96           |
| CEMPLANK AND DESIGN  | 76/297,448             | 8/10/01            |
| MISCELLANEOUS DESIGN | 76/297,168             | 8/10/01            |

WHEREAS Assignor conveyed, assigned, conveyed, transferred and delivered to Assignee and Assignee acquired the entire right, title and interest in and to the above Trademarks, Trademark Registrations, and pending applications for trademark registration under the Asset Purchase Agreement By and Between CEMPLANK, INC. and JAMES HARDIE BUILDING PRODUCTS, INC., Dated as of December 12, 2001 (the "Asset Purchase Agreement").


NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged,

Assignor hereby acknowledges that is has sold, assigned, conveyed, transferred and delivered, and does hereby sell, assign, convey, transfer and deliver to Assignee all its rights, title and interest in and to the above Trademarks, the Trademark Registrations, and the pending applications for the trademark registrations, together with the goodwill of the business symbolized by the above Trademarks.

The effective date of this assignment is December 12, 2001.

CEMPLANK, INC.

DATE: 4.16.02

BY   
(Signature)  
Toussaint P. Dolmans, President