

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/08/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Woodmaster Foundations, Inc.		12/08/2004	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	EdgeBuilder Wall Panels, Inc.
Street Address:	5250 Glenbrook Avenue North
City:	Oakdale
State/Country:	MINNESOTA
Postal Code:	55128
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1497077	WOODMASTER

**CORRESPONDENCE DATA**

Fax Number: (612)604-6818  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-604-6718  
 Email: molsen@winthrop.com  
 Correspondent Name: Michael T. Olsen, Esq.  
 Address Line 1: 225 South Sixth Street  
 Address Line 2: Suite 3500  
 Address Line 4: Minneapolis, MN, MINNESOTA 55402-4629

NAME OF SUBMITTER:	Michael T. Olsen, Esq.
Signature:	/mto/
Date:	01/19/2005

CH \$40.00 1497077

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Agreement") is entered into as of December 8, 2004 between Woodmaster Foundations, Inc. a Wisconsin corporation ("Assignor") and EdgeBuilder Wall Panels, Inc., a Minnesota corporation ("Assignee").

**WHEREAS**, Assignor owns all right, title, interest and goodwill in and to the WOODMASTER trademark (the "Mark") and federally registered the Mark with the United States Patent and Trademark Office on July 19, 1988 (Registration No. 1,497,077);

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, interest and goodwill in and to the Mark; and

**WHEREAS**, Assignee now desires to acquire all of Assignor's entire right, title, interest and goodwill in and to the Mark.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, interest and goodwill worldwide in and to the Mark, including without limitation Registration No. 1,497,077, and all rights of priority and renewal as may now or hereafter be granted by law, treaty or other international convention; all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity that it has or may have in profits and damages for past, present and future infringements.
2. Assignor agrees not to use, register or attempt to register, in the United States or in any other country, any trademark, service mark, domain name, trade name or company name identical to or confusingly similar with the Mark. Assignor further agrees not to contest or challenge, in the United States or any other country or jurisdiction worldwide, Assignee's use or registration of the Mark.
3. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing and vesting in Assignee full right, title and interest in the Mark.
4. Assignor represents and warrants that it has full power to enter into and perform this Agreement, that it has not granted any person or entity any interest in the Mark and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity or ownership of the Mark. Assignor acknowledges that it remains responsible for any and all liabilities, known and unknown, arising out of or related to its use, ownership or administration of the Mark and that no preexisting liabilities are transferred to or assumed by Assignee.

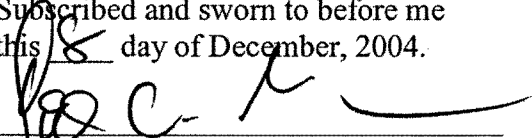
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**ASSIGNOR:**

Woodmaster Foundations, Inc.  
a Wisconsin corporation,

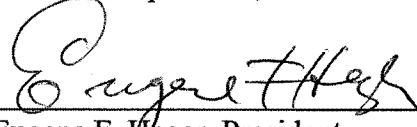
By:   
Dwight Kimber, President

State of Wisconsin )  
County of P:auil ) ss

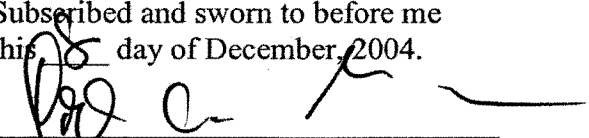
Subscribed and sworn to before me  
this 18 day of December, 2004.  
  
Notary Public

**ASSIGNEE:**

EdgeBuilder Wall Panels, Inc.  
a Minnesota corporation,

By:   
Eugene F. Heger, President

State of Wisconsin )  
County of P:auil ) ss

Subscribed and sworn to before me  
this 18 day of December, 2004.  
  
Notary Public

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