

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Stanley Works	03/02/2004
RECEIVING PARTY DATA	
Name:	Premdor International Inc.
Street Address:	P.P. Box 690CC
Internal Address:	c/o KPMG-Barbados, Corporate
City:	Bridgetown
State/Country:	BARBADOS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D467350
Patent Number:	D468027
CORRESPONDENCE DATA	
Fax Number:	(301)896-0607
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3018960600
Email:	wschrot@lblw.com
Correspondent Name:	William C. Schrot
Address Line 1:	6550 Rock Spring Drive
Address Line 2:	Suite 240
Address Line 4:	Bethesda, MARYLAND 20817
NAME OF SUBMITTER:	William C. Schrot
Total Attachments: 4	
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PATENT

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CONFIDENTIAL

EXECUTION VERSION

ASSIGNMENT OF PATENTS

THIS PATENT ASSIGNMENT (this "Agreement"), dated as of March 2, 2004, by and among Masonite International Corporation, an Ontario corporation ("Purchaser"), Premdor International Inc., a Barbados corporation ("Assignee"), The Stanley Works, a Connecticut corporation ("Seller"), and Stanley Canada Corporation ("Stanley Canada"), Seller together with Stanley Canada being the assignors (the "Assignors"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement (as defined below).

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Acquisition Agreement dated as of December 8, 2003 (as amended on the date hereof, the "Acquisition Agreement") pursuant to which Assignee is to acquire all of Assignors' right, title and interest in and to certain assets, including the patents, patent applications and its rights, if any still exist, in and to certain abandoned patents listed on Schedule I hereto (the "Assigned Patents").

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Acquisition Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignors, all of Assignors' right, title and interest in and to the Assigned Patents including without limitation, all claims for past infringement, all reissue, reexamination, continuations, continuations-in-part, divisionals, and foreign corresponding patents that may issue therefrom and all renewals and extensions of any of them. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Acquisition Agreement (which Acquisition Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Acquisition Agreement).

2. Cooperation and Recordation. Assignors hereby agree to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Patents. Assignors agree to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Assignee may record this Agreement (but not the Acquisition Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary, and shall be responsible for all expenses and costs associated therewith. Assignors hereby authorize and request that the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent on applications as aforesaid to issue to, and record in the name of, Assignee all right, title, and interest in and to the Assigned Patents and to issue the said Letters Patent to Assignee, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest.

3. Governing Law; Submission to Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) To the fullest extent permitted by applicable Law, each Party hereto (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any New York State court, in each case, located in the Borough of Manhattan and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in the Borough of Manhattan for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.03 and Section 11.10 of the Acquisition Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof (and Stanley Canada agrees that any such mailing of process or other papers to it shall be addressed to Seller and made in accordance with Section 11.03 and Section 11.10 of the Acquisition Agreement, and Assignee agrees that any such mailing of process or other papers to it shall be addressed to Purchaser and made in accordance with Section 11.03 and Section 11.10 of the Acquisition Agreement) and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

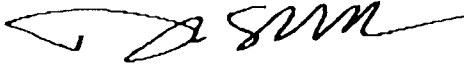
4. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

5. No Presumption. The signatories to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the signatories' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provisions.

6. Entire Agreement. This Agreement, together with the Acquisition Agreement, the Ancillary Agreements, the Confidentiality Agreement and any arrangement entered into pursuant to Section 5.11 of the Acquisition Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Assignors, Assignee, and Purchaser with respect to the subject matter hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.



DAVID S. WINAKOR
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008



DAVID S. WINAKOR
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008

THE STANLEY WORKS

By: James M. Loebe
Name: James M. Loebe
Title: Executive VP and Chief Financial Officer

STANLEY CANADA CORPORATION

By: James M. Loebe
Name: James M. Loebe
Title: VP, Finance

MASONITE INTERNATIONAL CORPORATION

By: _____
Name:
Title:

PREMDOR INTERNATIONAL INC.

By: _____
Name:
Title:

Before me
(Notary Public)

SCHEDULE I

Registered Patents

	Filed Country	Filed Date	Patent Number	Title
1.	U.S.A.	04 Apr 97	██████████	METAL DOOR WITH CONTINUOUS FRAME AND METHOD
2.	U.S.A.	16 Jan 00	██████████	IMPROVED DOOR SILL ASSEMBLY AND AN IMPROVED METHOD FOR MAKING A DOOR SILL ASSEMBLY
3.	U.S.A.	02 May 00	██████████	SNAP ON DOOR SWEEP
4.	Canada	14 Feb 01	██████████	DOOR PANEL
5.	U.S.A.	24-Aug-00	467350	DOOR PANEL
6.	U.S.A.	04-Jan-02	468027	DOOR PANEL
7.	Canada	00 Jul 00	██████████	METHOD FOR MAKING FOAM FILLED DOORS AND APPARATUS THEREFOR
8.	U.S.A.	24 Jul 98	██████████	METHOD FOR MAKING FOAM FILLED DOORS AND APPARATUS THEREFOR
9.	U.S.A.	17 Jan 91	██████████	SELF POSITIONING DOOR SWEEP
10.	Canada	21 Apr 95	██████████	SELF POSITIONING DOOR SWEEP
11.	U.S.A.	28 Aug 91	██████████	INSULATED DOOR WITH SYNTHETIC RUBBER SKIN
12.	Canada	21 Nov 95	██████████	INSULATED DOOR WITH SYNTHETIC RESIN SKIN
13.	U.S.A.	11 Jun 93	██████████	INSULATED DOOR WITH SYNTHETIC RESIN SKIN
14.	U.S.A.	08 Jan 02	██████████	DOOR SWEEP WITH FACE SEALING ELEMENT