


Our Ref: O 4291

RECORDATION FORM COVER SHEET PATENTS ONLY

To The Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Royal Group, Inc. 1 Royal Gate Blvd. Woodbridge, Ontario L4L 8Z7</p>	<p>2. Name and address of receiving party(ies): Name: Royal Group, Inc. Street Address: 1 Royal Gate Blvd. Woodbridge, Ontario L4L 8Z7</p>
<p>Additional names(s) of conveying party(ies) attached <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of Conveyance/Execution Date(s): Execution Date(s): <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other - to correct D271208 Reel/Frame 020487/0710</p>	<p>Name: Gatanda Building Systems, Inc. Street Address: 1 Regalcrest Court, Woodbridge, Ontario L4L 8P3</p> <p>Additional names(s) and address(es) attached <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>Execution Date: April 13, 2007</p>	
<p>4. Application number(s) or patent number(s): <input type="checkbox"/> this document is being filed together with a new application</p>	
<p>A. Patent Application No.(s):</p>	<p>B. Patent No.(s): D371,208</p>
<p>Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>	
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Frank Farfan 133 Richmond Street West, Suite 301 Toronto, Ontario Canada M5H 2L7 Tel: 416 368 8313 X 139 Fax: 416 368 1645 e-mail: ffarfan@patentrite.com</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input type="checkbox"/> enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 040752.</p> <p>Authorized user name: Dennison Associates</p>
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.</i></p> <p>Frank Farfan  March 17, 2008 Name of Person Signing Signature Date</p>	
<p>Total number of pages including cover sheet, attachments, and documents: 9</p>	

CH \$40.00 040752 D371208

Documents to be recorded (including cover sheet) should be faxed to (1 571 273 0140) or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

700364345

REEL: 020654 FRAME: 0978

Feb. 11, 2008 3:39PM

Dennison Associates


02/11/2008
 700360122

No. 4329 P. 1

Our Ref: O 4291

**RECORDATION FORM COVER SHEET
 PATENTS ONLY**

To The Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Royal Group, Inc. 1 Royal Gate Blvd. Woodbridge, Ontario L4L 8Z7		2. Name and address of receiving party(ies): Name: Royal Group, Inc. Street Address: 1 Royal Gate Blvd. Woodbridge, Ontario L4L 8Z7	
Additional name(s) of conveying party(ies) attached [] yes [X] no		Name: Galanda Building Systems, Inc. Street Address: 1 Regalcrest Court, Woodbridge, Ontario L4L 8P3 Additional name(s) and address(es) attached [] yes [] no	
3. Nature of Conveyance/Execution Date(s): Execution Date(s): <input checked="" type="checkbox"/> Assignment [] Merger <input type="checkbox"/> Security Agreement [] Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		Execution Date: April 13, 2007	
4. Application number(s) or patent number(s): [] this document is being filed together with a new application A. Patent Application No.(s):		B. Patent No.(s): 5,729,944; 5,874,751; 5,953,880; 6,212,845; D371,208; D371,210; D271,208; D375,173	
Additional numbers attached? [] yes [X] no			
5. Name and address of party to whom correspondence concerning documents should be mailed: Frank Farfan 133 Richmond Street West, Suite 301 Toronto, Ontario Canada M5H 2L7 Tel: 416 368 8313 X 139 Fax: 416 368 1845 e-mail: ffarfan@patentrite.com		6. Total number of applications and patents involved: 8 7. Total fee (37 CFR 3.41): \$320.00 (\$40.00 x 8) <input type="checkbox"/> enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: 040752. Authorized user name: Dennison Associates	
9. Statement and signature. To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> Frank Farfan Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div style="text-align: right;"> Feb 11, 2008 Date </div> </div>			

Total number of pages including cover sheet, attachments, and documents: **8**

Documents to be recorded (including cover sheet) should be faxed to (1 571 273 0140) or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH 4320 00 040752 5729944

*Execution Copy***CO-OWNERSHIP AGREEMENT**

THIS AGREEMENT made as of the 13th day of April, 2007 (the "Effective Date").

BETWEEN:

Royal Group, Inc., a corporation amalgamated under the laws of Canada
(hereinafter called "Royal")

- and -

Galanda Building Systems Inc., a corporation governed by the laws of the
Province of Ontario
(hereinafter called "Galanda")

WHEREAS:

- A. The Asset and Share Purchase Agreement between Royal, Georgia Gulf Corporation and Galanda (the "Asset and Share Purchase Agreement") dated April 13, 2007 contemplates the transfer of ownership rights in certain Canadian and United States patents, including United States design patents, all listed in the attached Schedule A (the "Patents"); and
- B. Royal and Galanda have agreed to co-ownership of the Patents;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Parties) the Parties covenant and agree each with the other as follows:

1. **Defined Terms**

Terms defined in the Asset and Share Purchase Agreement and used herein have the meaning given to them in the Asset and Share Purchase Agreement. In addition to the terms defined in the Asset and Share Purchase Agreement, the following definitions shall apply:

"Co-Ownership Agreement" means this agreement entitled "Co-Ownership Agreement" and all instruments supplemental to or in amendment or confirmation of this Co-Ownership Agreement.

"Improvements" means any invention, work, discovery, improvement, innovation, idea, design, computer program and any related documentation, made or conceived, solely or jointly, by or on behalf of either Party (whether or not patentable or subject to copyright or susceptible to other forms of protection) relating to or derived from the Patents.

- 2 -

"Maintenance" means all steps required to maintain the registrations of the Patents in good standing, including, but not limited to, payment of maintenance fees.

"Royal Permitted Use" has the meaning set out in Section 3(a).

2. **Ownership**

The Parties agree they shall jointly own all right, title and interest in and to the Patents and that, subject to Section 3, each Party may independently exercise any and all rights of ownership now known, or hereinafter created or recognized in the Patents, on the terms and conditions set forth in this Co-Ownership Agreement.

3. **Field of Use**

Each Party shall have the exclusive right to exercise or otherwise exploit the Patents, including, without limitation, the right to make, use, modify, offer for sale, distribute and sell, by any manner and means now known or hereinafter devised, without any duty to account to the other Party as follows:

- (a) Royal shall be entitled to exercise or otherwise exploit the Patents in connection with the manufacture, extrusion and related processes, engineering, design, selling, marketing and distribution of outdoor storage structures of not more than 200 square feet using non-concrete filled vinyl profiles (the "Royal Permitted Use"); and
- (b) Galanda shall be entitled to exercise or otherwise exploit the Patents for all other purposes other than the Royal Permitted Use.

4. **Maintenance**

Galanda shall be responsible for Maintenance of the Patents. Royal will be copied on all correspondence to the Canadian Intellectual Property Office or the United States Patent and Trademark Office relating to the Patents. Payments of all fees and costs, including attorney's fees, relating to the Maintenance of the Patents shall be the responsibility of Galanda. Royal shall provide Galanda with all reasonable assistance and shall execute all documents that Galanda deems to be reasonable necessary to assist in the Maintenance of the Patents.

5. **Improvements**

Each Party will own all right, title and interest in and to Improvements developed solely by its employees, agents or contractors and may exploit such Improvements within its field of use. The other Party shall provide reasonable co-operation in the registration, protection and enforcement of such Improvements at the request and cost of the owning Party.

6. **Licensing**

Each Party shall have the right to license the Patents, in whole or in part, without the consent of or obligation to account to the other Party provided such licenses are within the permitted field of use for such Party set out in Section 3(a) or (b) of this Co-Ownership Agreement, as applicable.

7. Infringement

If either Party becomes aware of any infringement, misuse or misappropriation of or attempt to invalidate the Patents, such Party shall promptly notify the other Party and the Parties shall thereafter confer in good faith regarding the steps, if any, that should be taken to address such infringement, misuse or misappropriation or attempt to invalidate. Either Party shall have the right, at its sole discretion and expense, to enforce or defend the Patents against a third party. The other Party shall reasonably cooperate in any such action to enforce or defend the Patents and agrees to be named as a party to the action solely to the extent necessary to maintain the action. No Party will settle any such action without the other Party's consent (which consent will not be unreasonably withheld or delayed) if the terms of the settlement would deprive the other Party of its rights in the Patents. Any recovery realized as a result of such action or related settlement will first be applied *pro rata* to reimburse the Parties' reasonable costs and expenses in connection with such action and any remaining amounts will be retained by the Party initiating the action; provided, however, that where the Parties have jointly initiated any such action, any remaining amounts shall be allocated between them as they may agree in writing, acting reasonably.

8. Indemnity

The applicable provisions of Article 8 of the Asset and Share Purchase Agreement shall apply *mutatis mutandis* in respect of any breach of this Co-Ownership Agreement as if it were a breach of a covenant under the Asset and Share Purchase Agreement and of any Claims against either Party arising out of or in any manner whatsoever associated or connected with the other Party's use of the Patents.

9. Notice

Any notice given under this Co-Ownership Agreement shall be given in accordance with Article 9.4 of the Asset and Share Purchase Agreement.

10. Dispute Resolution

Any dispute arising under this Co-Ownership Agreement shall be dealt with in accordance with Article 9.1 of the Asset and Share Purchase Agreement.

11. Applicable Law

This Co-Ownership Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

12. Non-Waiver

No waiver of any of the provisions of this Co-Ownership Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. The failure of a Party to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other Party shall not constitute a waiver of the terms and conditions of this Co-Ownership Agreement with respect to that or any other or subsequent breach thereof.

- 4 -

nor a waiver by a Party of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which a Party has failed to exercise such right, power or option.

13. Successors and Assigns

This Co-Ownership Agreement shall enure to the benefit of and be binding upon the Parties, their respective legal representatives, successors and permitted assigns.

14. Counterparts

This Co-Ownership Agreement may be executed by the Parties in separate counterparts of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

15. Further Assurances

The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Co-Ownership Agreement to its full extent.

[Signature Page Follows]

IN WITNESS OF WHICH the Parties have executed this Agreement.

ROYAL GROUP, INC.

By: 

Name:

Title:

GALANDA BUILDING SYSTEMS, INC.

By: _____

Name: Galliano Tiberini

Title: President

Patent Agreement

IN WITNESS OF WHICH the Parties have executed this Agreement.

ROYAL GROUP, INC.

By: _____

Name:

Title:

GALANDA BUILDING SYSTEMS, INC.

By: 

Name: Galliano Tiberini

Title: President

Patent Agreement

SCHEDULE A**Canadian Patents**

Registration No.
CA2,206,723
CA2,097,226
CA2,124,492

U.S. Patents

Registration No.
US5,729,944
US5,974,751
US5,953,880
US6,212,845

U.S. Design Patents

Registration No.
D371,209
D371,210
D271,208 D 371,208 <i>RT SG</i>
D375,173