

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Tommy L. Liittschwager	04/09/2001
Amado Domas	04/09/2001
Tim McCleery	04/09/2001
Dennis W. Albright	08/19/1997

RECEIVING PARTY DATA

Name:	JELD-WEN, inc., an Oregon corporation
Street Address:	3250 Lakeport Boulevard
City:	Klamath Falls
State/Country:	OREGON
Postal Code:	97601

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7337543

CORRESPONDENCE DATA

Fax Number: (803)255-9831
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Marcia T. Greci, Ph.D., Esq.
 Address Line 1: 1320 Main Street, 17th Floor
 Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER:	26401/09012
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NAME OF SUBMITTER:	Marcia T. Greci
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Total Attachments: 9
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**PATENT
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ASSIGNMENT

WHEREAS, we, Tommy L. Liittschwager, whose address is 2477 Briarwood Court, Escondido, California 92025; Amado Domas, whose address is 4278 Solola Avenue, #101, San Diego, California 92113; Tim McCleery, whose address is 11366 Creekstone Lane, San Diego, California 92128; and Dennis W. Albright, whose address is 627 "H" Street, #338, San Diego, California 91910 are the inventors of an invention entitled ARTICLES OF COMPOSITE STRUCTURE HAVING APPEARANCE OF WOOD for which United States patent application Serial No. 09/779,199 was filed on February 7, 2001;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration paid to us by JELD-WEN, inc., an Oregon corporation whose address is 3250 Lakeport Boulevard, Klamath Falls, Oregon 97601, the receipt whereof is acknowledged, we do hereby assign unto the same JELD-WEN, inc. the entire interest in said invention for the United States and all foreign countries and any letters patent to be issued therefor in the United States or any foreign country and any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted thereon.

AND the Commissioner of Patents and Trademarks is requested to issue such letters patent in accordance herewith. And we agree to execute further instruments proper for effectuating the premises

CONSULTANT INVENTION AND CONFIDENTIALITY AGREEMENT

In consideration of the consulting fees in the amount of \$5,200/month paid and to be paid by International Wood Products, a California corporation ("the Company"), or its representative, to the undersigned individual(s), Dennis Albright, and/or company, as the case may be, referred to hereinafter collectively as "Consultant," whose duties to the Company involve, or are likely to involve, the discovery or development of inventions, improvements and works of authorship pertaining to, but not limited to fiberglass/composite door and related millwork products (referred to as the "Technology"), and whose duties include, or are likely to include, access to or possession of proprietary data, competitively-sensitive information or other trade secrets or confidential information of the Company, Consultant hereby agrees, on behalf of himself/herself, his/her executors, legal representatives and assigns, that:

1. Consultant shall prevent the disclosure to any third party of proprietary information, competitively-sensitive data, and any other trade secrets or confidential information of the Company, whether patentable or not, including, without limitation, technical data, know-how, formulae, processes, designs, models, sketches, photographs, plans, drawings, specifications, samples, reports, customer lists, price lists, and study findings. Consultant shall limit internal dissemination of any of the Company's trade secrets or confidential information coming into his/her possession to only those of his/her own employees whose duties justify their need to know such information, and then only on a basis of a clear understanding by such persons of their obligation to maintain the confidential status of such information and to restrict the use of such information solely for the purposes of effectuating the work undertaken by Consultant pursuant to the terms of his/her work for the Company. Consultant will not disclose to others, or use for his/her own benefit or that of others, such information, whether developed in the course of Consultant's duties or derived from the Company previously or hereafter, except as may be authorized in writing by the Company. The obligations of this paragraph shall not apply to such information to the extent that such information shall have become publicly known by written publication through no fault of Consultant, or to the extent that Consultant can show that such information was known to him/her in written or graphic form prior to the date of this Agreement or his/her retention as a consultant by the Company, whichever shall have first occurred, and was not acquired directly or indirectly from the Company.

2. Consultant agrees to promptly disclose to the Company all developments, such as designs, ideas, discoveries, works of authorship, inventions or improvements thereto, whether patentable or not, made by him/her, whether solely or jointly with others, during the term of his/her work as a consultant hereunder, whether previous to or after the date of this Agreement, which relate to the aforementioned Technology, including all such developments as are originated or conceived during the term of such work as a consultant but completed or reduced to practice thereafter, and further agrees that all such developments shall be the sole and exclusive property of the Company, including such works of authorship which shall be considered works made for hire to the extent

permitted by law, and hereby assigns all such developments to the Company. Consultant shall keep and maintain adequate and current written records of all such developments in the form of notes, sketches, drawings or reports relating thereto, which records shall be and remain the property of and available to the Company at all times. Consultant shall assist the Company at all times to obtain, prosecute, maintain and enforce for the Company's own benefit domestic and foreign patent rights to the inventions and/or copyrights derived from such developments by signing all necessary papers, including assignments of the inventions and copyrights to the Company, testifying in legal proceedings, and rendering whatever other assistance may be requested by the Company, with Consultant being compensated for such assistance at the per diem rate specified under the terms of his/her retention by the Company and being reimbursed for any out-of-pocket expenses reasonably and necessarily incurred in rendering such assistance.

The obligations imposed by this Agreement shall survive the termination of Consultant's work hereunder and may not be changed or modified, or released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer of the Company.

This Agreement shall not be assigned in whole or in part by Consultant, but shall otherwise inure to the benefit of and be binding upon the heirs, executors, administrators, and other legal representatives or assigns of the parties.

Date: 8-19-97

CONSULTANT


Dennis Albright

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION EXAMINING OPERATIONS

Applicant: Tommy L. Liittschwager Group Art Unit: 1762
et al.

Serial No.: 09/779,199 Examiner:

Filed: February 7, 2001 Attorney Docket No.:
DBH:7721.160

Title: ARTICLES OF COMPOSITE STRUCTURE HAVING APPEARANCE
OF WOOD

PETITION IN ACCORDANCE WITH 37 CFR §1.47

1600 ODS Tower
601 S.W. Second Avenue
Portland, Oregon 97204-3157
September 17, 2001

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The Commissioner is hereby petitioned to receive and examine the above-identified application in accordance with 37 CFR §1.47, without signature by named inventor Dennis W. Albright, who cannot be found or reached after diligent efforts by Tommy L. Liittschwager, one of the named coinventors in the application, as evidenced by the attached Declaration of Mr. Liittschwager and the attached Declaration of Jody Landry setting

forth the facts in support of the filing of this application on behalf of Mr. Albright without his signature thereon.

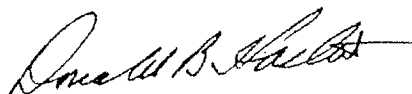
The application and the invention described and claimed therein has been assigned by Mr. Liittschwager, Mr. McCleery, and Mr. Domas, the other named inventors in the application, to JELD-WEN, inc., an Oregon corporation.

The non-signing inventor, Dennis W. Albright, is a United States citizen, whose last known address is 627 "H" Street, No. 338, Chula Vista, California 91910 or through Mr. Albright's attorney, Mr. Steve Recordan, 701 "B" Street, Suite 1400, San Diego, California.

As evidenced by the enclosure to Exhibit 1 to the Declaration of Ms. Landry, Mr. Albright has agreed in writing to assign the invention to JELD-WEN, inc., the assignee of the other inventors.

This petition is accompanied by the required fee of \$130, in accordance with 37 CFR §1.17(i). The Commissioner is hereby authorized to charge any additional fee, or credit any overpayment, to Deposit Account No. 03-1550. A duplicate copy of this sheet is enclosed.

Respectfully submitted,



Donald B. Haslett
Reg. No. 28,855
Attorney for
Applicants' Assignee
Tel: (503) 227-5631

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on September 17, 2001.

Dated: _____

Sept. 17, 2001

Donald B. Haslett



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

Paper No. 6

DONALD B. HASLETT
1600 ODS TOWER
601 S.W. SECOND AVENUE
PORTLAND, OREGON 97204-3157

RECEIVED
OCT 30 2001
COPY MAILED
OCT 24 2001
CHERNOFF, VILHAUER,
McCLUNG & STENZEL

In re Application of : OFFICE OF PETITIONS
Tommy L. Liittschwager et al. :
Application No. 09/779,199 : DECISION GRANTING
Filed: February 7, 2001 : STATUS UNDER 37 CFR 1.47(a)
For: ARTICLES OF COMPOSITE :
STRUCTURE HAVING APPEARANCE OF :
WOOD :

This is in response to the "Petition Under 37 CFR 1.47(a)," filed September 24, 2001.

The petition is granted.

Petitioner has shown that the non-signing inventor has refused to join in the filing of the above-identified application.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status. As provided in Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

Telephone inquiries regarding this decision should be directed to Irvin Dingle at (703) 306-5684.

This application is being forwarded to the Initial Patent Examination Unit.

Frances Hicks
Frances Hicks
Lead Petitions Examiner
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy