SUBSTITUTE FORM PTO 1595 1-31-92

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Pl	ease record the attached original documents or copy thereof.					
Name of conveying party(ies):.     Nailite International, Inc.     Additional name(s) of conveying party(ies) attached □ Yes ☒ No	2. Name and address of receiving party(ics):  Exteria Building Products, LLC  IIII Northwest 165th Street					
3. Nature of Conveyance:	Miami, FL 33169-5819					
□ Assignment	Additional name(s) & addresses attached? □ Yes 区 No					
Execution Date: 13 April 2009						
Application number(s) or patent number(s):						
If this document is being filed together with a new application, the e	xecution date of the application is					
A. Patent Application No.(s) 10/930,005 11/068,993 11/588,540 11/702,256	B. Patent No. (s)  D568,496					
Additional numbe	rs attached 🗆 Yes No					
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 13					
Robert E. Cannuscio, Esq. Drinker Biddle & Reath LLP One Logan Square 18 <sup>th</sup> & Cherry Streets	7. Total fee (37 CFR 3.41) \$ 520.00  □ Enclosed herewith is a check □ authorized to be charged to deposit account					
Philadelphia, PA 19103-6996  Attorney Docket No.:09821-0011-00-US (182647)	8. Deposit Account Number: 50-0573					
DO NOT USE THIS SPACE						
9. To the best of my knowledge and belief, the foregoing information original document.	is true and correct and any attached copy is a true copy of the					
	May 14, 2009 Date					
Тоtal ОМВ No. 0651-0011 (exp. 4/94)	number of pages including cover sheet, attachments, and document 6					
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Mail documents to be recorded with required cover sheet information	n to:					
Director U.S. Patent : P. O. H	t Recordation Services and Trademark Office fox 1450 VA 22313-1450					

#### PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is entered into as of the date of execution below ("Effective Date") by and between Nailite International, Inc., a Delaware corporation ("Assignor"), and Exteria Building Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain United States and foreign patents, patent applications and invention disclosures, including those identified in <u>Schedule A</u> annexed hereto, (collectively, the "Patents");

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement ("Agreement"), dated February 27, 2009 pursuant to which Assignor has agreed to assign certain intellectual property to Assignee, including the Patents; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges:

The Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest in and to the Patents, together with any provisional applications therefor, reissues, reexaminations, continuations, continuations-in-part, divisions, and any US and foreign related patents and patent applications, improvements or extensions thereof, and all inventions disclosed in any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action for past, present and future infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

The Assignor covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

This Assignment shall be binding upon and shall inure to the benefit of the Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its corporate name by a duly authorized representative as of the date written below.

NAILITE INTERNATIONAL, INC.

Timothy Self, Vice President and CFO

STATE OF ALCONO

\_\_\_\_\_1),,,(\.\.Al\,e^-\)

I, and M. I a Notary Public for said county and state, do hereby certify that I we having first executed the foregoing instrument in my presence and having been by me first duly swem, did acknowledge the foregoing instrument as a free deed and act, signed, sealed and delivered for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 to day of April, 2009.

(Official Scal)

Notary Public

SANDRA M. FELL

My commission expires STATE OF DELAWARE

My commission expires Merch 26, 2011

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05/15/2009 10:15 FAX ☑ 005/007

### SCHEDULE A

### US Patents and US Applications

US Patent No.

D568496

4522002

4680911

5072562

5076037

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5249402

5347784

5537792

6955019

7127869

7228665

#### US Patent Application No. US Patent Publication No.

 10/930,005
 US20050116390

 11/068,993
 US20060191228

 11/588,540
 US20080098683

 11/702,256
 US20080184645

#### **Invention Disclosures**

Stacked Stone Panel Stacked Stone Corner

PHIP/ 745195.2

PATENT REEL: 022689 FRAME: 0418

## Foreign Patents and Foreign Patent Applications

Publication No.	Application No.	Title	Publication Date	Filing Date
WO2008097522	PCT/US08/0001480	ROOF AND WALL COVERING WITH IMPROVED CORNER CONSTRUCTION	2008-08-14	2008-02-04
WO9629485	PCT/US96/0002107	DECORATIVE WALL COVERING	1996-09-26	1996-02-16
WO9415042	PCT/US93/0012512	DECORATIVE WALL COVERING WITH IMPROVED INTERLOCK AND CORNER CONSTRUCTION	1994-07-07	1993-12-22
WO06093902	PCT/US06/0006925	SIMULATED HAND LAID BRICK AND MORTAR WALL COVERING	2006-09-08	2006-02-28
WO06017582	PCT/US05/0027575	ROOF AND WALL COVERING WITH IMPROVED CORNER CONSTRUCTION	2006-02-16	2005-08-02
WO03104579	PCT/US03/0012254	WALL COVERING WITH IMPROVED CORNER MOLDING AND METHOD OF INSTALLATION	2003-12-18	2003-04-22
WQ03095760	PCT/US03/0012532	DECORATIVE WALL COVERING WITH UPWARD MOVEMENT PANEL INTERLOCK SYSTEM	2003-11-20	2003-04-22
EP1532324	EP2003000757252	WALL COVERING WITH IMPROVED CORNER MOLDING AND METHOD OF INSTALLATION	2005-05-25	2003-04-22
EP1504164	EP2003000724173	DECORATIVE WALL COVERING WITH UPWARD MOVEMENT PANEL INTERLOCK SYSTEM	2005-02-09	2003-04-22
EP0817895	EP1996000906479	DECORATIVE WALL COVERING	2004-04-28	1996-02-16
CA2607308	CA2007002607308	DECORATIVE WALL COVERING WITH IMPROVED INTERLOCK SYSTEM	2008-04-27	2007-10-23

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PATENT REEL: 022689 FRAME: 0419

Publication No.	Application No.	Title	Publication Date	Filing Date
CA2037429	CA1991002037429	DECORATIVE WALL COVERING AND METHOD OF INSTALLATION	1991-09-03	1991-03-01
AU6049594	AU1993009460495	DECORATIVE WALL COVERING WITH IMPROVED INTERLOCK AND CORNER CONSTRUCTION	1994-07-19	1993-12-22
AU3243149	AU2003000243149	WALL COVERING WITH IMPROVED CORNER MOLDING AND METHOD OF INSTALLATION	2003-12-22	2003-04-22
AU3231049	AU2003000231049	DECORATIVE WALL COVERING WITH UPWARD MOVEMENT PANEL INTERLOCK SYSTEM	2003-11-11	2003-04-22
DE69632316T2	DE1996069632316	DEKORATIVE WANDBEKLEIDUNG	2004-09-16	1996-02-16
DE112006000435 T4	DE2006110000435T	Wandverkleidung mit der Nachbildung von handvermanerten Ziegeln mit Mörtelfugen	2008-01-24	2006-02-28
JP2000516308T2	Љ1996000528410	DECORATIVE WALL COVERING	2000-12-05	1996-02-16

PHIP/ 745195.2

**RECORDED: 05/15/2009** 

PATENT REEL: 022689 FRAME: 0420