

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Thomas S. Riccobene	01/01/2010
Riccobene Designs LLC	01/01/2010
RECEIVING PARTY DATA	
Name:	Oldcastle Architectural, Inc.
Street Address:	375 Northridge Road
Internal Address:	Suite 250
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30350
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12689062
Patent Number:	6881463
Patent Number:	7393155
Patent Number:	7674067
CORRESPONDENCE DATA	
Fax Number:	(404)541-3160
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Camilla C. Williams, Kilpatrick Stockton
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Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	56997/336891

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REEL: 024128 FRAME: 0815

NAME OF SUBMITTER:

Margaret A. Cogburn

Total Attachments: 1

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT effective from January 1, 2010 by and between Thomas S. Riccobene and Riccobene Designs LLC, a New Mexico Limited Liability Company, located at 6141 Edith Boulevard, N.E., Albuquerque, New Mexico 87107 ("Riccobene") and Oldcastle Architectural, Inc., 375 Northridge Road, Suite 250, Atlanta, Georgia 30350 ("Oldcastle").

WHEREAS, Riccobene has granted Oldcastle a license on the terms and conditions set forth in a Settlement and License Agreement effective from January 1, 2010 ("the Agreement").

In consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, Riccobene and Oldcastle covenanted and agreed, *inter alia*, as follows:


1. Subject to the terms and conditions of the Agreement, Riccobene granted to Oldcastle, its Affiliates and Riccobene-approved sublicensees a non-cancellable (except for non-payment of royalties) license under the Licensed Patents to make, have made exclusively for it, offer for sale, sell and use Licensed Products in the United States and Canada for the life of the Licensed Patents.

2. "Licensed Patents" means U.S. Patent No. 6,881,463, entitled "Irregular, Rotational Tessellation Surface Covering Units and Surface Covering," U.S. Patent No. 7,393,155, entitled "Irregular Tessellated Building Units," U.S. Patent No. 7,674,067, entitled "Irregular Tessellated Building Units," U.S. Application No. 12/689,062, Canadian Patent No. 2,519,296, Canadian Patent Application Nos. 2,669,449 and 2,669,451, and all continuations, continuations-in-part, divisionals, reissues and reexaminations thereof, and any other U.S. or Canadian patent, patent application or other intellectual property rights (other than trademark rights) of Riccobene or any of Riccobene's present or future Affiliates, now or hereafter existing, relating to the same or similar subject matter or infringed or potentially infringed by any of the Licensed Products (as defined below).

3. "Licensed Products" means Oldcastle's existing Portage Stone, Arbel and Mega Arbel dry cast products, and any subsequent dry cast products with identical geometry but different surface designs.

Thomas S. Riccobene
Riccobene Designs LLC

Oldcastle Architectural, Inc.

By 
Thomas S. Riccobene, individually and
as Managing Member of Riccobene Designs LLC

By 
Name: Keith A. Haas
Title: CEO