Form **PTO-1594**

REC

10-30-2001



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

(Rev. 03/01) T 101:	U.S. Patent and Trademark Office		
Tab settings ⇔⇔ ♥ ▼ ▼	V V V		
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): AmeriMark Building Products, Inc., a Delaware Corp. Wolverine Coil Coatings, Inc., a Michigan Corp. RBP, Inc., a Delaware Corp. Individual(s) Association	2. Name and address of receiving party(ies) Name: Owens-Corning Fiberglas Technology Inc. Internal Address:		
General Partnership Limited Partnership	Street Address: 7734 W. 59th Street		
Corporation-State	City: Summit State: IL Zip: 60501		
↓ Other	Individual(s) citizenship		
Additional constant of constant production attached 2 Payor 18 No.	Association		
Additional name(s) of conveying party(ies) attached? Tyes No	General Partnership		
3. Nature of conveyance:	Limited Partnership 0CT 19 2001		
Assignment	Corporation-State Illinois		
Security Agreement Change of Name	Other		
OtherExecution Date: October 1, 1997	representative designation is attached: 🎴 Yes 🖳 No (Designations must be a separate document from assignment)		
Execution Date: October 1, 1997	Additional name(s) & address(es) attached? 🎴 Yes 📮 No		
Application number(s) or registration number(s):			
A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
	1,565,966 and 1,912,538		
Additional number(s) att	ached 🖵 Yes 🖾 No		
Name and address of party to whom correspondence concerning document should be mailed: Name: Kimberly Gambrel	6. Total number of applications and registrations involved:		
Internal Address:	7. Total fee (37 CFR 3.41)\$65.00		
Killworth, Gottman, Hagan & Schaeff, L.L.P.	Enclosed		
This is a second of the second	Authorized to be charged to deposit account		
Street Address: One Dayton Centre, One South Main Street Suite 500	8. Deposit account number:		
Ou Dayton Chata Ohio Zin 45402			
City: State: Zip	(Attach duplicate copy of this page if paying by deposit account)		
	THIS SPACE		
 Statement and signature. To the best of my knowledge and belief, the foregoing inforn copy of the original document. 	nation is true and correct and any attached copy is a true		
Kimberly Gambrel	1/2 5 m/sular 10-11-01		
PACE WITTER DAMANEDA ETCEDOS	ignature Date er sheet, attachments, and document:		

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT OF UNITED STATES TRADEMARKS
("Assignment") is made and entered as of October 1, 1997
("Effective Date"), by and among AmeriMark Building Products,
Inc., a Delaware corporation ("AmeriMark"), Wolverine Coil
Coating, Inc., a Michigan corporation and a wholly owned
subsidiary of AmeriMark ("Wolverine"), RBP, Inc., a Delaware
corporation and a wholly owned subsidiary of AmeriMark ("RBP"),
with their principal offices at 3101 Poplarwood Court, Raleigh,
North Carolina (collectively, "Assignors"), and Owens Corning, a
Delaware corporation, with its principal office at One Owens
Corning Parkway, Toledo, Ohio ("Owens Corning").

WHEREAS, Assignors and Owens Corning are parties to that certain Asset Purchase Agreement dated as of July 28, 1997 (the "Asset Purchase Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement), pursuant to which Assignors have sold and Owens Corning has purchased substantially all of the assets of Assignors;

WHEREAS, Assignors are the sole and exclusive owners of the entire right, title and interest in, to and under certain United States trademarks, and United States registrations therefor as identified in Schedule I hereto, and United States applications to register therefor as identified in Schedule II hereto, (collectively, the "U.S. Trademarks");

WHEREAS, Owens Corning wishes to acquire and cause Assignor to assign to Owens-Corning Fiberglas Technology Inc. (its Affiliate) ("Assignee"), and Assignors wish to assign to Assignee, all worldwide right, title and interest in, to and under the U.S. Trademarks, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in, to and under the U.S. Trademarks, together with all similar variations thereof and all goodwill associated with the products heretofore sold and business heretofore conducted thereunder, for its own use and enjoyment, and the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; together with all income, royalties, damages or payments due or payable on the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the U.S. Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and

TRADEMARK
REEL: 002391 FRAME: 0300

for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors authorize and request the Commissioner of Patents and Trademarks and any appropriate foreign authority, as applicable, to record Assignee as owner of the U.S. Trademarks and to issue any registrations thereon to Assignee, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors hereby represent and warrant that they have full right to assign all of their interests in the U.S. Trademarks, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

Assignors shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution or defense of any infringement or other proceedings that may arise in connection with the U.S. Trademarks assigned hereby, including, but not limited to, testifying as to any facts relating to the trademark rights assigned hereby and this Assignment; (2) in obtaining any additional protection that Assignee may reasonably deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction, pertaining to the registration, use and protection worldwide of the U.S. Trademarks; and (3) in implementing and effecting the purpose of this Assignment.

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by the undersigned officers thereunto duly authorized this 15t day of October, 1997.

> AMERIMARK BUILDING PRODUCTS INC.

BY:

Name: Roger M. Title: President

WOLVERINE COIL COATING, INC.

BY:

Name: Roger M. Scott Title: President

RBP, INC.

BY:

Name: Daniel

Title: President

STATE OF ILLINOIS ; COUNTY OF C O O K)	
On this 1st day of October, 1997, there appeared before me Roger M. Smith , personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AmeriMark Building Products, Inc.	:
"OFFICIAL SEAL" BETTY ANN THORNSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/3/2001	
STATE OF ILLINOIS) COUNTY OF C O O K)	
On this 1st day of October, 1997, there appeared before me Roger M. Smith, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Nolverine Coil Conting, Inc.	
"OFFICIAL SEAL" BETTY ANN THORNSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/3/2001	
STATE OF ILLINOIS) COUNTY OF C O O K)	
On this 1st day of October, 1997, there appeared before me <u>Daniel C. Goldman</u> , personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of RBP, <u>Inc.</u>	
CAN IN	

"OFFICIAL SEAL"
BETTY ANN THORNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/3/2001

Notary Public

-4-

SCHEDULE I

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
ADAPTATIONS	1,882,229	03-07-95	Affidavit of Use due between 03-07-2000 and 03-07-2001	A
ALL-PURPOSE	730,954	05-01-62	Expired	A
ALSCO	1,717,481	09-22-92	Affidavit of Use due between 09-22-97 and 09-22-98	A
ALSCO	427,307	02-04-47	Expired	A
ALSCO & Design	1,793,386	09-21-93	Affidavit of Use due between 09-21-98 and 09-21-99	A
ALUMBER (Stylized)	592,110	07-06-54	Canceled	A
ALUMI-SLATE	576,353	06-23-53	Canceled	A
AMERICAN CLASSIC	1,529,718	03-14-89	Renewal application due 03-14-2009	A
AMERICAN CLASSIC	940,819	08-15-72	Renewal application due 08-15-2002	A
AMERICAN CLASSIC (Stylized)	966,834	08-28-73	Renewal application due 8-28-2003	А
AMERICANA COLLECTION	1,715,001	09-15-92	Affidavit of Use due between 09-15-97 and 09-15-98	A
AMERIMARK (Int. Class 19)	1,995,517	08-20-96	Affidavit of Use due between 08-20-2001 and 08-20-2002	А

TRADEMARK REEL: 002391 FRAME: 0304

	UNITED STATE	S TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
AMERIMARK (Int. Class 6)	1,553,451	08-29-89	Renewal application due 08-29-2009	A :
BAK-R-FOAM	685,738	09-29-59	Renewal application due 09-29-99	A
BLUE RIDGE BEADED	1,896,247	⁻ 05-30-95	Affidavit of Use due between 05-30-2000 and 05-30-2001	A
BUILDERS PRIDE	1,886,903	04-04-95	Affidavit of Use due between 04-04-2000 and 04-04-2001	A
CANTERBURY	1,688,405	05-19-92	Affidavit of Use due between 05-19-97 and 05-19-98	A
CEDAR REFLECTIONS	2,044,585	03-11-97	Affidavit of Use due between 03-11-2002 and 03-11-2003	A
CEDAR RIDGE	1,820,635	02-08-94	Affidavit of Use due between 02-08-99 and 02-08-2000	А
CHESAPEAKE	1,565,966	11-14-89	Renewal application due 11-14-2009	A
CLASSIC 21 ~	878,493	10-14-69	Canceled	A
CLIMATE GUARD and Thermal Break Design	1,133,965	04-29-80	Renewal application due 04-29-2000	A
CLIMATE GUARD and Thermal Break Design	985,774	06-11-74	Renewal application due 06-11-2004	A
CLIMATE GUARD	1,133,481	04-22-80	Renewal application due 04-22-2000	А

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
CLIMATE GUARD	887,361	03-10-70	Renewal application due 03-10-2000	Α .
COLORBURST 10	1,313,124	01-08-85	Canceled	A
COLORSTONE	674,410	02-24-59	Expired	A
COLUMBIA	1,565,965	- 11-14-89	Renewal application due 11-14-2009	A
COMFORT ZONE	1,746,295	01-12-93	Affidavit of Use due between 01-12-98 and 01-12-99	A
COMFORT ZONE	1,779,679	06-29-93	Affidavit of Use due between 06-29-98 and 06-29-99	A
CRAFTMARK	1,521,834	01-24-89	Renewal application due 01-24-2009	A
CRAFTMARK	1,506,803	10-04-88	Canceled	A
CRAFTMARK 21	1,692,404	06-09-92	Affidavit of Use due between 06-09-97 and 06-09-98	A
CRAFTMARK 40 (Stylized)	1,280,485	06-05-84	Canceled	A
CRESTWOOD	1,565,967	11-14-89	Canceled	A
DENNY	1,923,668	10-03-95	Affidavit of Use due between 10-03-2000 and 10-03-2001	A
DENNY & Design	1,178,099	11-17-81	Renewal application due 11-17-2001	A
DENNYFOIL	689,334	12-08-59	Renewal application due 12-08-99	A

	UNITED STATES	S TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
DUOTONE	665,603	08-12-58	Expired	A
DURATION	1,898,118	06-06-95	Affidavit of Use due between 06-06-2000 and 06-06-2001	A
DYMALAR	923,407	11-09-71	Renewal application due 11-09-2001	A
DYMALON	1,710,768	08-25-92	Affidavit of Use due between 08-25-97 and 08-25-98	A
EARTHEWN	1,124,923	09-11-79	Canceled	A
EASY STREET	1,996,213	08-20-96	Affidavit of Use due between 08-20-2001 and 08-20-2002	A
ECOD (Stylized)	325,877	07-09-35	Expired	A
ENERGY-GUARD	1,352,411	08-06-85	Renewal application due 08-06-2005	A
FACTORBACK	1,124,926	09-11-79	Canceled	A
FINAL TOUCH	989,475	07-30-74	Expired	A
FURAL	660,705	04-22-58	Canceled	A
GOLD BAK	676,562	04-07-59	Renewal application due 04-07-99	A
"H" Logo Design	1,792,362	09-14-93	Affidavit of Use due between 09-14-98 and 09-14-99	A
HARBORTOWN	1,427,194	02-03-87	Renewal application due 02-03-2007	A

	UNITED STATES	S TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
HASTINGS	1,791,283	09-07-93	Affidavit of Use due between 09-07-98 and 09-07-99	A :
HERITAGE	1,383,403	02-18-86	Renewal application due 02-18-2006	A
HERITAGE	1,137,584	-07-08-80	Canceled	A
`HOME WITH THE SILVER LINING' (Stylized)	337,927	08-25-36	Expired	A
`HOME WITH THE SILVER LINING' (Stylized)	340,504	11-10-36	Expired	A
`HOME WITH SILVER LINING' (Stylized)	336,989	07-28-36	Expired	A
HOMEFRONT	1,896,960	05-30-95	Affidavit of Use due between 05-30-2000 and 05-30-2001	A
HOMESIDE	1,843,381	07-05-94	Affidavit of Use due between 07-05-99 and 07-05-2000	A
I.Q. WINDOW	1,693,016	06-09-92	Affidavit of Use due between 06-09-97 and 06-09-98	A
INDEPENDENCE	1,494,255	06-28-88	Renewal application due 06-28-2008	A
INSUL-FOIL	1,242,094	06-14-83	Canceled	Α
JAMESTOWN	1,145,394	01-06-81	Renewal application due 01-06-2001	A

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
LE-2000	1,734,845	11-24-92	Affidavit of Use due between 11-24-97 and 11-24-98	Α;
LIFETIME (Stylized with Extended L)	437,584	03-30-48	Expired	A
LIFETIME (Stylized in Script)	520,965	02-07-50	Expired	A
LIFETIME (Stylized)	595,827	09-28-54	Expired	A
LIFETIME (Stylized)	612,454	09-20-55	Expired	A
LIGHTNING-LOK	772,627	07-07-64	Renewal application due 07-07-2004	A
MASTER METAL (Stylized)	305,230	08-08-33	Expired	A
MASTER METAL	215,624	07-20-26	Expired	A
MASTERLITE	1,089,551	04-18-78	Canceled	A
MEDALLION	1,166,963	09-01-81	Canceled	A
METALLATED ECOD (Stylized)	325,878	07-09-35	Expired	A
METALLATION	840,741	12-19-67	Expired	A
METALLATION (Stylized)	320,334	12-25-34	Expired	A
NEW DIMENSION	1,448,522	07-21-87	Renewal application due 07-21-2007	A
NORTHSHORE	1,689,499	05-26-92	Affidavit of Use due between 05-26-97 and 05-26-98	А

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
OCEANSIDE	1,412,373	10-07-86	Canceled	А
OCEANSIDE & Design	1,343,791	06-25-85	Canceled	A
PAN-AL	1,007,277	03-25-75	Expired	A
PLANTATION	1,565,968	11-14-89	Renewal application due 11-14-2009	A
PONDEROSA	1,135,150	05-13-80	Canceled	A
PREMIUM 40	1,246,847	08-02-83	Canceled	A
PROFORM	1,912,538	08-15-95	Affidavit of Use due between 08-15-2000 and 08-15-2001	A
PUT OUR STRENGTH ON YOUR SIDE	1,235,003	04-12-83	Canceled	A
RENOVATOR	1,454,264	08-25-87	Renewal application due 08-25-2007	A
RICHMOND	1,565,970	11-14-89	Canceled	A
RIDGEWOOD	1,860,944	11-01-94	Affidavit of Use due between 11-01-99 and 11-01-2000	A
RIDGEWOOD	1,289,797	08-14-84	Canceled	A
ROCTONE (Stylized)	440,826	09-28-48	Expired	А
ROUGH HEWN	1,147,030	02-17-81	Renewal application due 02-17-2001	A
SAFETY-SEAL	693,016	02-16-60	Renewal application due 02-16-2000	A
SAFETYLINE	991,803	08-27-74	Canceled .	A

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
SAFETYLINE (f.k.a. SAFETYLINE & Design)	992,964	09-10-74	Expired	Α :
SAWMILL	1,912,537	08-15-95	Affidavit of Use due between 08-15-2000 and 08-15-2001	A
SAWMILL	986,311	06-18-74	Expired	A
STERLING	1,565,969	11-14-89	Renewal application due 11-14-2009	A
STRUCTSURE	1,127,043	11-27-79	Canceled	A
TEXTURIZED (Stylized)	440,206	08-17-48	Canceled	A
THE PERFECT MATCH (Int. Class 6 and 19)	1,809,841	12-07-93	Affidavit of Use due between 12-07-98 and 12-07-99	A
THE PERFECT MATCH (Int. Class 42)	1,816,487	01-11-94	Affidavit of Use due between 01-11-99 and 01-11-2000	А
THE SUNLINERS (Stylized)	992,307	09-03-74	Canceled	A
TILO (Stylized with Sloping Letters)	217,158	08-24-26	Expired	A
TILO (Stylized with Squared Letters)	441,666	12-21-48	Expired	А
TILO (Stylized)	363,283	12-20-38	Expired	A
TILO in a Diamond Design	367,735	05-30-39	Expired	A

	UNITED STATES	TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
TILO KOTE	663,993	07-08-58	Expired	A
TILO XL and Double Diamond Design	926,375	01-04-72	Expired	A
TILOCK HURRICANE (Stylized)	543,866	06-19-51	Expired	A
TILOCK (Stylized)	538,827	03-06-51	Expired	A
TILOSTONE	664,276	07-15-58	Canceled	A
TILOTEX	443,947	04-25-50	Expired	A
TIMBERTONE	1,282,105	06-19-84	Renewal application due 06-19-2004	A
TK-33	674,441	02-24-59	Expired	A
TK-33 WITH UVS	685,766	09-29-59	Expired	A
TOMCAT and Cat Design	252,019	01-22-29	Expired	A
TRANSHELTER	939,430	08-01-72	Expired	A
TRIPLE 4	2,079,151	07-15-97	Registered	A
TRIPLE A ROOFING & SIDING and Parallelo	664,278	07-15-58	Renewal application due 07-15-98	A
TRIPLE AAA (Stylized)	444,233	09-19-50	Expired	A
TRIPLE PLUS	645,316	05-14-57	Expired	A
ULTIMATE	1,396,438	06-10-86	Renewal application due 06-10-2006	A
UNITED in a Circular Design	263,909	11-12-29	Expired	A

	UNITED STATES	S TRADEMARKS	REGISTRATIONS	
Mark	Reg. No.	Reg. Date	Status	Owner ¹
VICKSBURG	1,570,958	12-12-89	Renewal application due 12-12-99	Α :
VINYL USA	1,879,392	02-14-95	Affidavit of Use due between 02-14-2000 and 02-14-2001	А
VINYL-TUF	1,009,841	05-06-75	Renewal application due 05-06-2005	A
VYNA-FUSED	2,037,534	02-11-97	Affidavit of Use due between 02-11-2002 and 02-11-2003	A
WESTBROOKE	1,699,704	07-07-92	Affidavit of Use due between 07-07-97 and 07-07-98	А
WINDSOR	1,565,971	11-14-89	Renewal application due 11-14-2009	A
WOOD ESSENCE	1,867,643	12-13-94	Affidavit of Use due between 12-13-99 and 12-13-2000	А
WOODHEWN	1,182,691	12-22-81	Canceled	A
ZIP SHIELD	1,269,191	03-06-84	Renewal application due 03-06-2004	A

Owner: A = Amerimark Building Products, Inc. W = Wolverine Coil Coating, Inc.

SCHEDULE II

UNITED STATES TRADEMARKS APPLICATIONS						
Mark	Serial No.	Filing Date	Status	Owner ¹		
ALSCO OVATION(S)	75/108,407	05-23-96	Statement of Use due 10-29-97	A		
AMERICAN CLASSIC	75/045,502	01-18-96	Response to Office Action due 11-19-97 Non-final refusal to register	A		
CAPTURE	75/214,519	12-19-96	Pending	A		
CASCADES	295,771	07-20-92	Abandoned	A		
CLASSIC SHINGLE SHAKES	428,019	06-22-72	Abandoned	A		
COLONIAL	359,683	04-14-82	Abandoned	A		
FREEDOM	73/706,760	01-21-88	Abandoned	A		
HP	75/021,775	11-17-95	Pending/ Suspended as of 11-17-96 due to prior 3rd party pending application	А		
INSIGNIA	74/618,842	01-09-95	Pending/ Suspended as of 12-2-96 due to prior pending 3rd party application	A		
INSULWALL	037,309	09-16-57	Abandoned	A		
LE-4000	75/114,827	06-06-96	Pending	A		
LIGHT GUARD	74/428,132	08-24-93	Abandoned	A		
MARK III	356,445	04-09-70	Abandoned	A		

TRADEMARK
REEL: 002391 FRAME: 0314

UNITED STATES TRADEMARKS APPLICATIONS					
Mark	Serial No.	Filing Date	Status	Owner ¹	
MEDALLION	74/544,779	07-01-94	Pending Suspended as of 12-27-94 due to prior 3rd party pending application	. A	
MHP	75/115,930	06-05-96	Statement of Use due 11-13-97	A	
QUAD 4	75/135,026	07-16-96	Pending	A	
REVISIONS	74/611,639	12-16-94	Abandoned	A	
SERIES ONE	75/134,798	07-16-96	Pending Response to Office Action filed 3-5-97	A	
SURE GRIP	75/214,518	12-17-96	Pending Response to Office Action Due 12/20/97 Non-final Refusal to register	A	
TRILUME	356,446	04-09-70	Abandoned	A	
TWO-TONE	75/134,797	07-16-96	Response to Office Action due 09-20-97 Non-final refusal to register	A	
ULTRA ENERGY- GUARD	683,891	06-02-95	Abandoned	A	
WOODLAND IMPRESSIONS	304,209	08-14-92	Abandoned	A	

Owner: A = Amerimark Building Products, Inc.

RECORDED: 10/19/2001