



03-19-2002

03-28-2002

U.S. Patent & TMO/TM Mail Rpt. Dt. #40



102034460

**ORDINATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 3.19.02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
12/02/2001
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

- Name
- DBA/AKA/T/A
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Individual General Partnership Limited Partnership Corporation Association
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/28/2002 TDIAZ1 00000025 75764358
01 FC 481 40.00 OP
02 FC 482 450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002470 FRAME: 0770

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703-684-5600

Name

DANIEL T. EARLE, ESQ.

Address (line 1)

SHLESINGER, ARKWRIGHT & GARVEY LLP

Address (line 2)

3000 SOUTH EADS STREET

Address (line 3)

ARLINGTON, VIRGINIA 22202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75764358 76092709 76135472

1407713 1483476 1559017

76273914 76288048

1654335 1686381 1752580

1768635 2059854 2084532

Number of Properties

Enter the total number of properties involved.

#

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$490.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-2105

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel T. Earle

Name of Person Signing

Signature

March 19, 2002

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0051-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 10th day of December, 2001 by MARLEY MOULDINGS LLC, a limited liability company formed under the laws of the State of Delaware ("Assignor").

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of November 14, 2001 (the "Purchase Agreement"), between Assignor and RGTL NEVADA LIMITED, a corporation organized under the laws of the State of Nevada ("Assignee"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the U.S. trademark registrations and applications listed on Schedule A attached hereto (collectively, the "Trademarks"), and the goodwill associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks (including, without limitation, all proceeds thereof, all rights of action and recovery for past, present and future infringements thereof and all rights to secure renewals and extensions thereof), and all rights therein provided by international conventions and treaties, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, conveyance, transfer and delivery not been made.

Assignor further agrees to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States Patent and Trademark Office.

This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Without limiting the foregoing, this Agreement is subject to the third and fourth sentences of Section 12.18 of the Purchase Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

Marley Mouldings LLC

By: Larry L. Davis
Name: LARRY L. DAVIS
Title: PRESIDENT AND CEO

Commonwealth of Virginia

County of Smyth

This 7th day of December, 2001, Larry L. Davis personally came before me, Debbie T. Tilson, a Notary Public for said County and Commonwealth, who being by me duly sworn, says that the undersigned is President and CEO of Marley Mouldings LLC, a Delaware limited liability company, and that said writing was signed and sealed by the undersigned on behalf of said limited liability company by its authority duly given.

WITNESS my hand and notarial seal.

Debbie T. Tilson
Notary Public

My Commission Expires: 12-31-01

[SEAL]