

MB  
8-10-98

08-27-1998



08-10-1998



100807102

Commissioner of Patents and Trademarks: 100807102 the attached original documents or copy thereof

1. Name of conveying party(ies):  
American Glassmith, Inc.  
f/k/a Hoffer's OH Holdings, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Ohio  
 Other

2. Name and address of receiving party(ies):  
American Glassmith Acquisition Corporation  
n.k.a. American Glassmith, Inc.  
755 Boardman-Canfield Road  
Building G - West  
Boardman, Ohio 44512

Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation: Delaware  
 Other:

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  
 Yes  No

Execution Date: 7/13/98

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional numbers attached?

1,722,970 Issued 10/6/92

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael B. Stewart  
Rader, Fishman & Grauer PLLC  
1533 North Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-3553

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013

(Attach duplicate copy of this page if using deposit account)

9. 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.

Michael B. Stewart  
Name

*Michael B. Stewart*  
Signature

8-7-98  
Date

Total number of pages comprising cover sheet 1

R0033741

08/24/1998 TTON11 00000228 180013 1722970

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### NUNC PRO TUNC ASSIGNMENT

WHEREAS, AMERICAN GLASSMITH, INC. f/k/a HOFFER'S OH HOLDINGS, INC., an Ohio Corporation, ("Assignor"), on or about December 10, 1997, assigned and transferred to AMERICAN GLASSMITH ACQUISITION CORPORATION, n.k.a. AMERICAN GLASSMITH, INC., a Delaware corporation, of 755 Boardman-Canfield Road, Building G - West Boardman, Ohio 44512 ("Assignee"), the entire right, title and interest in and to each of the trademarks, trademark registrations and applications therefor listed on the attached Exhibit A (collectively, the "Trademark Rights") and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement;

WHEREAS, the parties wish to ratify and confirm the above-stated assignment and transfer;

WHEREAS, Assignee is a successor to the business, assets an appurtenant goodwill of Assignor to which the Trademark Rights pertain, and the parties acknowledge that the business of Assignor was, at the time of the assignment and transfer, ongoing and existing as required under 15 U.S.C. § 1060;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer nunc pro

tunc, on or about December 10, 1997, to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

Dated: JULY 13, 1998

AMERICAN GLASSMITH, INC.

By: *OTTO SEIDENBERG*

Name: OTTO SEIDENBERG

Title: CEO

**EXHIBIT A**

**Description of the Intellectual Property**

<b>Trademark</b>	<b>Registration / Serial Number</b>	<b>Issue Date</b>	<b>Status</b>
Sumiglass (U.S.)	1,722,970	10/06/1992	Registered
Sumiglass (Canada)	409,135	03/05/1993	Registered