

4-22-99

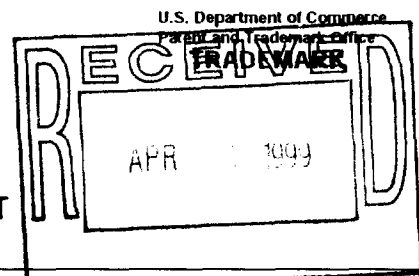
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-27-1999



101021319

RECORDATION 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
- 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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

04/26/1999 DNGUYEN 00000281 1749000

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 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, DC 20231

REEL: 1888 FRAME: 0503

Domestic Representative Name and Address

Enter for the first Receiving Party only.

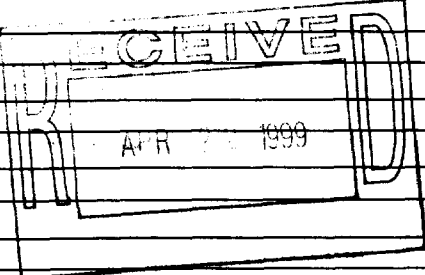
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text" value="75/356,984"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,749,000"/>	<input type="text" value="1,708,858"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,789,795"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,737,255"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

I. Edward Marquette

Name of Person Signing

Signature

04161999

Date Signed

ASSIGNMENT

This Assignment is made as of January 1, 1999 by **SDI Operating Partners, L.P.**, a limited partnership organized and existing under the laws of Delaware and having a business address of 7201 West 110th Street, Suite 200, Overland Park, Kansas 66210 ("Assignor") to **Harding Glass, Inc.**, a corporation organized and existing under the laws of Delaware and having a business address of 7201 West 110th Street, Suite 200, Overland Park, Kansas 66210 ("Assignee").

WHEREAS, Assignor has adopted and used, and has continuously used, the marks listed on Exhibit A (the "Marks") to identify various types of products and services sold and offered for sale by Assignor in the glass industry;

WHEREAS, the Marks now symbolize the considerable goodwill of the Assignor with respect to its business in the glass industry; and

WHEREAS, Assignor now desires to assign to Assignee, and Assignee desires to receive from Assignor, all Assignor's right, title, and interest in and to the Marks, together with all Assignor's goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00), the receipt and sufficiency of which are acknowledged, Assignor makes the following assignment:

1. **ASSIGNMENT.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks and any and all rights to any registrations thereof or applications for registrations thereof which may now or hereafter exist, together with all of Assignor's goodwill associated therewith and symbolized thereby.
2. **GOODWILL.** The said sale, transfer, assignment, and conveyance includes all the goodwill of the business of Assignor associated with and symbolized by the marks.
3. **ASSIGNOR'S REPRESENTATIONS.** Assignor represents and warrants as follows:
 - a. Assignor has the right to transfer ownership of the Marks and all the goodwill associated therewith to Assignee free of any and all liens, claims, charges, encumbrances, licenses, mortgages, or security interests.

b. To the knowledge of Assignor, the transfer of ownership of the Marks, as provided herein, will not breach any agreement, covenant, or understanding to which Assignor is a party and will not violate any law, rule, regulation, ordinance, or decree of any municipal or governmental agency, entity, or branch.

4. **OTHER ACTIONS.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Mark and the rights transferred hereunder.

5. **ADDITIONAL RIGHTS.** In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership rights of the Marks, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor with respect to any such recovery. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office (the "PTO"), and the PTO is authorized to receive and act upon all instructions, correspondence, or other information sent or provided by Assignee.

IN WITNESS WHEREOF, SDI Operating Partners, L.P. has executed this Assignment as of the day and year first above written.

Assignor

SDI Operating Partners, L.P.

By Joseph M. Connerio

Title VICE PRESIDENT - FINANCE

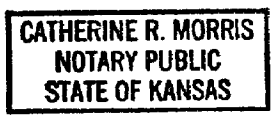
STATE OF KS)
) SS
COUNTY OF To)

On this 25 day of March, 1999, before me, a Notary Public in and for said County and State, personally appeared Joseph M. Corwin, to me known who being by me duly sworn did say that he/she is VP Fin of SDI Operating Partners, L.P., a limited partnership under the laws of the State of Delaware, that said instrument was signed on behalf of said limited partnership by authority of its partners, and that he/she acknowledged said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Catherine R. Morris
Notary Public

My commission expires:
09-16-99



Country: United States

Mark: HARDING GLASS

Status: Registered

App. Dt: 8/13/90 App. #: 74/087,065

Class(es): 42

TM Type: Service Mark

SubStatus Principal Register

Reg. Dt: 1/26/93 Reg. #: 1,749,000

G&S Description: (Int. Cl. 42) Distributorship services in the field of glass.

Country: United States

Mark: 1-STOP GLASS SHOP

Status: Registered

App. Dt: 12/14/92 App. #: 74/339,556

Class(es): 42

TM Type: Service Mark

SubStatus

Reg. Dt: 8/24/93 Reg. #: 1,789,795

G&S Description: (Int. Cl. 42) Distributorship services in the field of flat glass, including mirrors, and automotive glass.



Country: United States

Mark: HARDING GLASS (and design)

Status: Pending Application

App. Dt: 9/15/97 App. #: 75/356,984

Class(es): 35

TM Type: Service Mark

SubStatus Allowed

Reg. Dt: Reg. #:

G&S Description: (Int. Cl. 35) Distributorship services in the field of glass.



Country: United States

Mark: HGI

Status: Registered

App. Dt: 8/13/90 App. #: 74/087,051

Class(es): 42

TM Type: Service Mark

SubStatus Incontestable

Reg. Dt: 12/1/92 Reg. #: 1,737,255

G&S Description: (Int. Cl. 42) Distributorship services in the field of glass.

Country: United States

Mark: ONE STOP GLASS SHOP

Status: Registered

App. Dt: 7/2/90 App. #: 74/074,533

Class(es): 42

TM Type: Service Mark

SubStatus Incontestable

Reg. Dt: 8/18/92 Reg. #: 1,708,858

G&S Description: (Int. Cl. 42) Distributorship services in the field of flat glass, including mirrors, and automotive glass.

EXHIBIT A

RECORDED: 04/22/1999

TRADEMARK
REEL: 1888 FRAME: 0508