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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Ultra Building Systems, Inc. 3030 LBJ Freeway, Suite 300 Dallas, Texas 75234

- Individual(s)
General Partnership
Corporation-State
Other

- Association
Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Soft-Lite, L.L.C.

Internal Address:

Street Address: 7009 Krick Road

City: Bedford State: OH ZIP: 44146

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: July 20, 1999

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

A. Trademark Application No.(s)

Serial No. 73-226832
Filing Date: August 9, 1979

B. Trademark Registration No.(s)

1153171

Additional numbers attached: Yes No

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

Name: Gayle M. Quinn

Internal Address:

Weil, Gotshal & Manges, LLP

Street Address: 100 Crescent Court

Suite 1300

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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02 FC:482

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.

Gayle M. Quinn
Name of Person Signing

Signature of Gayle M. Quinn

July 20, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 001937 FRAME: 0092

CONTINUATION OF ITEM NO. 4

<u>4.A. Trademark Application No.</u>	<u>4.B. Trademark Registration No.</u>
Serial No. 73-574168 Filing Date: December 19, 1985	1412368

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 19th day of July, 1999, by and between ULTRA BUILDING SYSTEMS, INC., a New Jersey corporation, ("Assignor") and SOFT-LITE, L.L.C., a Delaware limited liability corporation ("Assignee").

WHEREAS, Assignor has adopted and used in the United States the trademarks, and owns the registrations and applications thereof listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks"); and

WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement, dated as of July 19, 1999, by and among Soft-Lite, L.L.C. and Ultra Building Systems, Inc., Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the registrations and applications thereof, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Assignee, as successor to Assignor's business, all of its rights, title and interest in and to the Marks, whether statutory or at common law, including all registrations and applications thereof, together with the existing and ongoing business to which the Marks pertain as well as the goodwill of the business symbolized by the Marks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof.

ASSIGNOR agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and the good will of the business symbolized by the Marks, and the registrations and applications thereof.

The Commissioner of Patents and Trademarks of the United States is requested to issue the Certificates of Registration for the pending Marks to the Assignee upon registration.

**ULTRA BUILDING SYSTEMS, INC.,
a New Jersey corporation**

By: *Virgil Lowe*
Name: VIRGIL D. LOWE
Title: VICE PRESIDENT

**SOFT-LITE, L.L.C.,
a Delaware limited liability corporation**

By: - SEE ATTACHED -
Name: _____
Title: _____

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 19th day of July, 1999, by and between ULTRA BUILDING SYSTEMS, INC., a New Jersey corporation, ("Assignor") and SOFT-LITE, L.L.C., a Delaware limited liability corporation ("Assignee").

WHEREAS, Assignor has adopted and used in the United States the trademarks, and owns the registrations and applications thereof listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks"); and

WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement, dated as of July 19, 1999, by and among Soft-Lite, L.L.C. and Ultra Building Systems, Inc., Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the registrations and applications thereof, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Assignee, as successor to Assignor's business, all of its rights, title and interest in and to the Marks, whether statutory or at common law, including all registrations and applications thereof, together with the existing and ongoing business to which the Marks pertain as well as the goodwill of the business symbolized by the Marks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof.

ASSIGNOR agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and the good will of the business symbolized by the Marks, and the registrations and applications thereof.

The Commissioner of Patents and Trademarks of the United States is requested to issue the Certificates of Registration for the pending Marks to the Assignee upon registration.

ULTRA BUILDING SYSTEMS, INC.,
a New Jersey corporation

By: *Virgil D. Coxe*
Name: VIRGIL D. COXE
Title: VICE PRESIDENT

SOFT-LITE, L.L.C.,
a Delaware limited liability corporation

By: *Roy Anderson*
Name: ROY ANDERSON
Title: PRESIDENT

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FROM W G & M LLP

** TOTAL PAGE.02 **

07/22/99 THU 16:45 (TX/RX NO 7692) 002

REEL: 001937 FRAME: 0095

Schedule A

Trademark Name

Registration Number

THE WINDOW MAN

1153171

WINDOWS THAT LAST A HOUSETIME

1412368