

01-06-2000



FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(7/97)

12.17.99

101238903

Patent and Trademark Office

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

1. Name of conveying party(ies):

Glasstite Inc.

Entity: Minnesota Corporation

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

Name: PENDA GLASSTITE, INC.

Address 2344 W. Wisconsin

Portage, WI 53901-0449

3. Nature of conveyance:

Assignment Security Agreement Merger Change of Name

Other _____

Date: October 29, 1999

Entity: A Corporation of Minnesota

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No

Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):

A. Trademark Application No.(s)

B: Trademark Registration No.(s) 1,391,535

Additional numbers attached? Yes No

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

Hill & Simpson, P.C.
Attn: Trademark Department
85th Floor-Sears Tower
Chicago, IL 60606

Att. Ref. No(s): R 99,2125

6. Total number of trademark applications and registrations involved:

1

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

Enclosed

Any additional fees or credits are authorized to be charged to deposit account.

8. Deposit Account Number:

08-2290

01/05/2000 COATES 00000095 1391535

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

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.

Kevin W. Guynn
Name of Person Signing

Kevin W. Guynn
Signature

December 17, 1999
Date

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

Mail documents to be recorded and required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002007 FRAME: 0448

PATENT AND TRADEMARK ASSIGNMENT

This Agreement is made and entered into as of October 29, 1999, by and between GLASSTITE INC., a Minnesota corporation (the "Assignor"), and PENDA GLASSTITE, INC., a Florida corporation (the "Assignee").

Preliminary Statements:

A. This Agreement is being entered into in connection with the Asset Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Under the Purchase Agreement, Assignee has acquired substantially all of the assets (and is assuming certain of the liabilities) of Assignor;

B. Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignor, and Assignee is desirous of acquiring an interest therein;

Agreement:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, including the right to claim priority under the Paris Convention, to the inventions described in the specifications of the patents and patent application identified below, said inventions and all applications for Letters Patent and all Letters Patent therefore to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Letters Patent for past infringement or otherwise:

a. U.S. Patent No. 4,620,743 entitled "Slide Mounted Door Hinge Assembly";

3. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, to the trademarks and all of the goodwill of the business of Assignor symbolized thereby, in the trademark registration and application listed below (the "Trademarks"), said Trademarks to be held and enjoyed by Assignee to the full end of the term for which said trademark registrations are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not

been made and further including the right to enforce said Trademarks for past infringement or otherwise:

b. U.S. Registration 1,391,535 for Glasstite

4. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for Letters Patent of the United States of America and all foreign countries and for trademark registration in the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to said patents and trademarks for the benefit of Assignee without further or other compensation than that as set forth herein.

5. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date set forth above.

ASSIGNOR

GLASSTITE INC.

By: [Signature]
Ronald M. Moquist
President

State of Minnesota)
County of Hennepin) ss.

On this 29th day of October, 1999, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

[Signature]
Notary Public,
Hennepin County, State of Minnesota
My Commission Expires: 1/31/2005



NOV-12-99 FRI 04:56 PM PENDA-ADMIN

FAX NO. 6087429412

P.03

ASSIGNEE

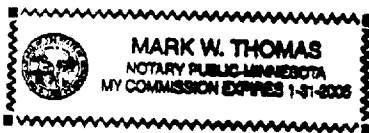
PENDA GLASSTITE, INC.

By: [Signature]
Leo E Waner
Vice President and Chief Financial Officer

State of Minnesota)
County of Hennepin) ss.

On this 29th day of October, 1999, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

(seal)



[Signature]
Notary Public,
Hennepin County, State of Minnesota
My Commission Expires: 1/31/2005