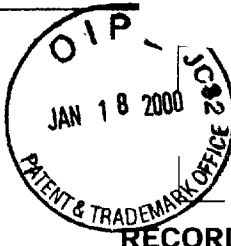


02-11-2000



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



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

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

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

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01 FC:481
02 FC:482

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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

TRADEMARK
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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)

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.

Diane J. Kasselmann



January 18, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and effective as of this 30th day of December, 1999, from Hart & Cooley, Inc., a Delaware corporation ("Hart & Cooley").

WHEREAS, Falcon Building Products, Inc., a Delaware corporation ("Parent"), Hart & Cooley, Warrior Glass & Aluminum Co., Inc., a Tennessee corporation ("Warrior"), Penn Ventilation, Inc., a Delaware corporation ("Penn") and Penn Ventilation, Ltd./Penn Ventilation, Ltee, a Quebec corporation ("Penn Canada") and together with Hart & Cooley, Warrior and Penn the "Sellers", H&C Acquisition Corp., a Delaware corporation ("Purchaser"), and Tomkins Industries, Inc., an Ohio corporation ("Tomkins") have entered into an Asset Purchase and Sale Agreement, dated as of December 30, 1999 (the "Agreement"), pursuant to which the Sellers have agreed to execute and deliver to Purchaser at Closing, assignments of all Intellectual Property (as defined in the Agreement), including, without limitation, all Intellectual Property listed in Schedule 3.15.

WHEREAS, Purchaser has assigned certain of its rights and obligations under the Agreement to Air System Components LP, a Delaware limited partnership and an affiliate of Purchaser ("ASC"); provided, that such assignment shall not impair, modify or otherwise affect the liabilities of Purchaser in respect of such rights and obligations under the Agreement.

NOW, THEREFORE, for and in consideration of the transactions contemplated by the Agreement, Hart & Cooley does hereby assign unto ASC, pursuant to, subject to and in accordance with the terms and provisions of the Agreement, and subject to the Assumed Liabilities, all of its right, title, and interest in and to:

- (i) the trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto (the "Trademarks") and the goodwill symbolized thereby and associated therewith;
- (ii) all renewals of the foregoing Trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Trademarks and related claims, including the right to sue for injunctive relief and to collect damages; and

(iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

Recourse under this Trademark Assignment is limited by, and subject to, the terms and conditions of the Agreement.


IN WITNESS WHEREOF, the undersigned has caused this
Trademark Assignment to be duly executed by its authorized officer as of the day
and year first above written.

HART & COOLEY, INC.

By: _____

Name: _____

Title: _____

A handwritten signature in dark ink, consisting of stylized, overlapping loops and strokes, positioned over a horizontal line that serves as a signature line.

STATE OF

)

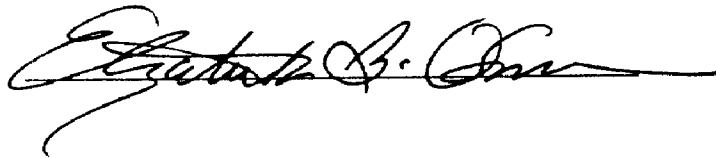
) ss.:

COUNTY OF

)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Anthony Navitsky personally known to me to be the Vice President of Hart & Cooley, Inc., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30 day of December, 1999.



Notary Public

My commission expires: _____
ELIZABETH OSMUN
Notary Public, State of New York
No. 01088012161
Qualified in New York County
Commission Expires August 24, 2000

**Schedule of Trademarks Owned by
Hart & Cooley, Inc.****UNITED STATES TRADEMARKS**

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
RELIABLE	2214333	12-29-98	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY	1629967	1-1-91	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY AND DESIGN	2233670	3-23-99	HART & COOLEY, INC.	REGISTERED
W WARRIOR AND DESIGN	75624271	1-21-99	HART & COOLEY, INC.	PENDING
WARRIOR	75576613	9-24-98	HART & COOLEY, INC.	PENDING
WARRIOR WINDOW SYSTEMS (stylized)	N/A	N/A	HART & COOLEY, INC.	PROPOSED

EUROPEAN AND CANADIAN TRADEMARKS

TRADEMARK	COUNTRY	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS OR COMMENTS
TUTTLE & BAILEY	CANADA	TMA393163	1-24-92	HART & COOLEY, INC.	REGISTERED
TUTTLE BAILEY & DESIGN	EUROPEAN COMMUNITY	263087	6-10-96	HART & COOLEY, INC.	PENDING
TUTTLE BAILEY	EUROPEAN COMMUNITY	263129	12-7-98	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY	CHINA	914109	12-14-96	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY & DESIGN	CHINA	914108	12-14-96	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY	MACAO	14142-M	10-10-95	HART & COOLEY, INC.	REGISTERED
TUTTLE & BAILEY & DESIGN	MACAO	14143-M	10-4-95	HART & COOLEY, INC.	REGISTERED



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.: 549920-35
Title of Paper: Trademark Assignment
Parties Involved: Hart & Cooley, Inc. and Air System Components LP
"Express Mail" Label No.: EL395964955US
Date of Deposit: January 18, 2000

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

A handwritten signature in cursive script, appearing to read "Kimberley Hauptman", written over a horizontal line.

Kimberley Hauptman