

02-11-2000

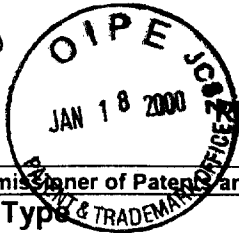


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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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

MND
1-18-00



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 Penn Venilation, Inc.

Execution Date
Month Day Year
12 30 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Lau Industries, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) c/o Tompkins Industries, Inc.

Address (line 2) 4801 Springfield Street

Address (line 3) Dayton

Ohio

45431

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 Delaware

02/09/2000 DNGUYEN 00000178 844094

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
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, D.C. 20231

TRADEMARK
REEL: 002019 FRAME: 0807

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. Kasselman

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 Penn Ventilation, Inc., a Delaware corporation ("Penn").

WHEREAS, Falcon Building Products, Inc., a Delaware corporation ("Parent"), Hart & Cooley, Inc., a Delaware corporation ("Hart & Cooley"), Warrior Glass & Aluminum Co., Inc., a Tennessee corporation ("Warrior"), 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 listed in Schedule 3.15.

WHEREAS, Purchaser has assigned certain of its rights and obligations under the Agreement to Lau Industries, Inc., a Delaware corporation and an affiliate of Purchaser ("Lau"); 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, Penn does hereby assign unto Lau, 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 Trade-mark Assignment to be duly executed by its authorized officer as of the day and year first above written.

PENN VENTILATION, INC.

By: _____

Name:

Title:

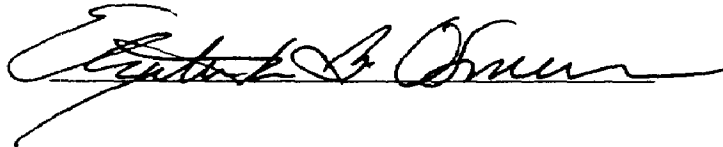
A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and difficult to decipher, but it appears to be a name starting with 'P' and 'V'.

STATE OF
COUNTY OF

)
) ss.:
)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Anthony Naito, personally known to me to be the Vice President of Penn Ventilation, 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
Penn Ventilation, Inc.**

UNITED STATES TRADEMARKS

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
AXIFLEX	844094	2-13-68	PENN VENTILATION, INC.	REGISTERED
AXIFLO	855997	9-3-68	PENN VENTILATION, INC.	REGISTERED
BARRY BLOWER B AND DESIGN	1184640	1-5-82	PENN VENTILATION, INC.	REGISTERED
BARRY BLOWER	1548900	7-25-89	PENN VENTILATION, INC.	REGISTERED
SUPREME AND DESIGN	1507996	10-11-88	PENN VENTILATION, INC.	REGISTERED

CANADIAN TRADEMARKS

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
BARRY BLOWER	TMA406719	1-8-93	THE PENN VENTILATION COMPANIES, INC.	REGISTERED