

08-07-2000



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Recordation Fo  
TRADEMAI

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

1. Name of conveying party(ies):  
Eagle & Taylor Company  
*MKS 7.6.00*  
 Individual(s)  
 General Partnership  
 Corporation-State: Delaware  
 Other

2. Name and address of receiving party(ies):  
Eagle Window & Door Center, Inc.  
1449 Boardman-Canfield Road, Suite 160  
Boardman, Ohio 44512  
 Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation: Delaware  
 Other:

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other:  
 Merger  
 Change of Name

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

Execution Date: 03/28/00

4. Application number(s) or registration number(s):  
A. Trademark Application No. (s)  
75/550736  
Additional numbers attached?

B. Trademark Registration No. (s)  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Michael B. Stewart  
Rader, Fishman & Grauer PLLC  
1533 North Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0633

6. Total number of applications and registrations involved: One (1)  
7. Total fee (37 CFR 3.41).....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013  
(Attach duplicate copy of this page if using deposit account)

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.

Michael B. Stewart Michael B. Stewart June 30, 2000  
Name Signature Date

Total number of pages comprising cover sheet 1

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08/03/2000 DNGUYEN 00000320 180013 75550736  
01 FC:481 40.00 CH

## TRADEMARK ASSIGNMENT

WHEREAS, EAGLE & TAYLOR COMPANY, a Delaware Corporation, ("Assignor"), hereby does assign, transfer, grant, and pledge to EAGLE WINDOW & DOOR CENTER, INC. ("Assignee"), a Delaware corporation, the entire right, title, and interest in and to each of the trademarks, trademark registrations, and applications therefor listed on the attached Exhibit A (collectively, the "Trademark Rights"), and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the Trademark Rights are used and the GOODWILL as represented by such Trademark Rights; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement;

WHEREAS, Assignee is a successor to the business, assets an appurtenant goodwill of Assignor to which the Trademark Rights pertain, and the parties acknowledge that the business of Assignor was, at the time of the assignment, transfer, grant, and pledge ongoing and existing as required under 15 U.S.C. § 1060;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00) and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign, transfer, grant, and pledge to Assignee, any and all right, title and interest in and to the Trademark Rights; all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held

and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement.

Assignor shall, without further consideration, execute any and all additional documents and take such further action as may be reasonably requested by Assignee to vest in Assignee good, valid, and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors, and assigns.

**ATTEST:**

**EAGLE & TAYLOR COMPANY**

  
David McKelvey

STATE OF OHIO            )  
  )SS  
COUNTY OF MAHONING )

On this 28<sup>th</sup> day of MARCH, 2000, before me, the undersigned Notary Public, personally appeared David McKelvey, Secretary of Eagle & Taylor Company, known to me or satisfactorily proven to be the person whose name is subscribed to the above document, and acknowledged that he executed the same for the purposes expressed therein. I attest that the principal appears to be of sound mind and not under or subject to duress, fraud or undue influence.

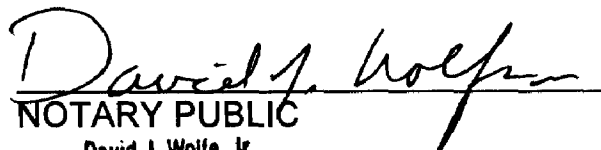
  
NOTARY PUBLIC  
David J. Wolfe, Jr.  
Attorney-at-Law / Notary Public  
My Commission Does Not Expire  
O.R.C. § 147.03

EXHIBIT A

Description of the Intellectual Property

<b>Trademark</b>	<b>Application / Registration / Serial Number</b>	<b>Application / Issue Date</b>	<b>Status</b>
<b>UNITED STATES OF AMERICA</b>			
Qualitec	75/550736	09/09/1998	Pending

Trademark Assignment - Qualitec to Little Eagle

RECORDED: 07/06/2000

TRADEMARK  
REEL: 002115 FRAME: 0126