

03-02-2001

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



101599313

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

12-21-00

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
- Merger Effective Date
Month Day Year

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Eagle & Taylor Company

Execution Date
Month Day Year
12/14/00

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 The CIT Group/Business Credit, Inc. as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1211 Avenue of the Americas

Address (line 2) _____

Address (line 3) New York

New York

10036

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

12/22/2000 DNGUYEN 00000023 194709 75550736

01 FC:481
02 FC:482

40.00 CH
300.00 CH

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: 002200 FRAME: 0055

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

(212) 806-5515

Name

Edward O. Sassower

Address (line 1)

Stroock & Stroock & Lavan LLP

Address (line 2)

180 Maiden Lane

Address (line 3)

New York, NY 10038-4982

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

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)

75550736	75387937	

1826370	1662477	1759176
1743934	2273593	2235778
1868306	1598147	1405839

Number of Properties

Enter the total number of properties involved.

#

13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$340.00

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:

#

19-4709

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.

Edward Sassower

Name of Person Signing

Edward Sassower

Signature

12/14/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1274757	1686004	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS Eagle & Taylor Company, a Delaware corporation ("Assignor"), has adopted, intends to use or has used and is using the trademarks listed on the annexed Appendix, (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to The CIT Group/Business Credit, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Revolving Credit and Term Loan Agreement, dated as of December 17, 2000, among Assignor and certain other affiliated borrowers, the Lenders and the Assignee (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and Assignor and such other borrowers, have entered into a Security Agreement and Mortgage-Intellectual Property, dated as of December 17, 2000 hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, all whether now owned or licensable by Assignor and all reissues, continuations, revisions, re-examinations, extensions and divisions, licenses and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Credit Agreement;

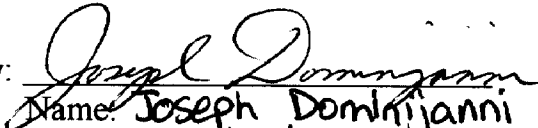
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledge, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has cause this Assignment to be duly executed by its officer thereunto duly authorized as of the 14 day of December, 2000.

EAGLE & TAYLOR COMPANY

By: 
Name: Joseph Dominjanni
Title: President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 14 day of December, 2000, before me personally appeared Joseph Dominijanni personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.



Notary Public

EDWARD O. SASSOWER
Notary Public, State of New York
No. 02SA6037051
Qualified in New York County
Commission Expires February 14, 2002

APPENDIX TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	EAGLE MAXIMIZER PLUS	1,826,370	03-15-94
U.S.	AUTOLATCH	1,662,477	10-29-91
U.S.	MODERN DIVIDED LIGHTS	1,759,176	03-16-93
U.S.	DECORELLE	1,743,934	12-29-92
U.S.	EAGLE WOOD	2,273,593	08-31-99
U.S.	GIVING VISION TO GREAT IDEAS	2,235,778	03-30-99
U.S.	EAGLE & Design	1,868,306	12-20-94
U.S.	EAGLE	1,598,147	05-29-90
U.S.	EAGLE WINDOWS DOORS & Design	1,405,839	08-19-86
U.S.	EAGLE	1,274,757	04-24-84
U.S.	EAGLE	1,686,004	05-12-92

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	QUALITEC	75/550,736	09-09-98
U.S.	EAGLE WINDOWS & Design	75/387,937	11-10-97

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
	U.S.	WINDOW-WISE	65028-0035		

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
-----------------------------	------------------	-----------------	-----------------	-----------------------	------------------------



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 01, 2001

PTAS



101559657A

STROOCK & STROOCK & LAVAN LLP
EDWARD O. SASSOWER
180 MAIDEN LANE
NEW YORK, NY 10038-4982

Record

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101559657

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS