

01-24-2001



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Expires 06/30/99  
OMB 0651-0027

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

1-10-01

### 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  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name ELLISON COMPANY, INC., THE

Execution Date  
Month Day Year  
10-25-2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization NORTH CAROLINA

#### Receiving Party

Mark if additional names of receiving parties attached

Name VES, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) P.O. Box 1869

Address (line 2) \_\_\_\_\_

Address (line 3) WELCOME NC 27374

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

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01/24/2001 6TON11 00000054 75241766

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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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: 002219 FRAME: 0979

**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) 318-6815

Name

REBECCA KELDER

Address (line 1)

PAUL, HASTINGS, JANOFSKY & WALKER

Address (line 2)

75 EAST 55TH STREET

Address (line 3)

NEW YORK, NY 10022

Address (line 4)

**Pages**

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

#

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**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)

75/241,766

2,176,138

75/832,538

75/863,430

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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:

#

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.

REBECCA KELDER

*Rebecca Kelder*

01/08/01

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

**WHEREAS, THE ELLISON COMPANY, INC.**, a North Carolina corporation with an address at 300 Welcome Center Blvd., Welcome, NC 27374 (Assignor), owns all right, title and interest in and to the trademarks, service marks, logos, trade names, slogans and trade dress rights used in or in connection with the ongoing and existing business of EWD and EES (as such terms are defined in the Purchase Agreement described below), including without limitation "WEATHERLOK", U.S. Registration No. 2,176,138, "WEATHERLOK", U.S. Serial No. 75/241,766, "PRO100", U.S. Serial No. 75/832,538, and "WINDOW WIZARD", U.S. Serial No. 75/863,430, and all derivations, variations and combinations thereof, and all applications for registration, including intent to use applications related to the ongoing and existing business registrations and renewals therefor, together with the goodwill of the business associated therewith. All such foregoing trademarks, services marks, logos, trade names, slogans and trade dress rights, other than "ELLISON", U.S. Serial Number 75/239,904, which is being licenced by Assignor to Assignee pursuant to a separate license agreement, are referred to collectively herein as the "Marks".

**WHEREAS, VES, INC.**, a Delaware corporation ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks, together with the goodwill of the ongoing and existing business associated therewith, and Assignor is desirous of assigning to Assignee all such right, title and interest.

**WHEREAS**, pursuant to the terms of the Second Amended and Restated Purchase Agreement (the "Purchase Agreement") between Assignor, D and W Holdings, Inc. and Atrium Companies, Inc. ("Atrium"), Atrium is acquiring from Assignor the entire business to which the Marks pertain.

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, the Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the ongoing and existing business of EWD and EES associated therewith, all common law and statutory right, title and interest in and to the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past, present or future infringements and of opposition and/or cancellation proceedings for protection of the Marks. Assignor hereby represents and agrees that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Marks, and that it has full power and authority to enter into and perform this Assignment. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark

registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Assignee, or its successors or assigns may consider necessary in connection with the Marks and the Assignment herein to Assignee.

**IN WITNESS WHEREOF**, Assignor has duly executed this Assignment on this 25 day of October, 2000.

**THE ELLISON COMPANY, INC.**

By: \_\_\_\_\_

Name: John J.B. Ellison, Jr.

Title: President

STATE OF NORTH CAROLINA )

COUNTY OF GUILFORD )

On this 25th day of October, 2000,

the undersigned officer, personally appeared before me John J.B. Ellison, Jr., known personally to me to be the President of the above-named corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan D. Quinn  
Notary Public

My Commission expires: 8-9-2002

Notarial Seal

**SUSAN D. QUINN**  
NOTARY PUBLIC  
GUILFORD COUNTY, NC  
My Commission Expires August 9, 2002