

U-2-01

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Expires 06/30/99  
OMB 0651-0027

04-12-2001



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

APR - 2 2001

### 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  
04 10 2000

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Fiberlux, Inc.

04 06 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Virginia

#### Receiving Party

Mark if additional names of receiving parties attached

Name Westech Windows, Inc.

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

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

Address (line 1) 2801 Post Oak Boulevard

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

Address (line 3) Houston Tx. 77056

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization Delaware

04/12/2001 6TON11 00000034 1564540

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 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: 002268 FRAME: 0493**

**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): \$

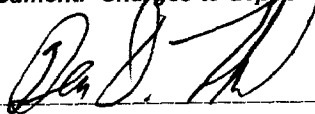
Method of Payment: Enclosed  Deposit Account

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.



Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF PROPRIETARY RIGHTS

This **ASSIGNMENT OF PROPRIETARY RIGHTS** is made as of April 10, 2000, by Fiberlux, Inc., a Virginia corporation (the "Company"), to Westech Windows, Inc., a Delaware corporation ("Buyer"), whose address is 2801 Post Oak Boulevard, Houston, Texas 77056.

### **RECITALS**

**WHEREAS**, the Company is using and is the owner of certain proprietary information of the Company used primarily in the Company's business of vinyl extrusion and fabrication as currently conducted at the Company's plant in Pawling, New York (the "Business"), including all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), and including all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof, for the United States of America and all other countries foreign thereto), all registered and unregistered trademarks, service marks, and trade dress (for the United States of America and all other countries foreign thereto), all trade names, corporate names, and domain names, all copyrights (for the United States of America and all other countries foreign thereto), and all trade secrets, confidential information, ideas, formulae, compositions, know-how, processes and techniques, drawings, specifications, designs, logos, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, and related information and all other proprietary, industrial or intellectual property rights, as listed in Schedule A attached hereto, but specifically excluding the name "Tredegar" and any other rights associated with such name except as set forth in Section 12.7 of the Purchase Agreement (as defined below) (collectively the "Proprietary Rights");

**WHEREAS**, the Company and Buyer have entered into an Asset Purchase Agreement, dated as of March 31, 2000, relating to the sale and assignment by the Company, and purchase and assumption by Buyer, of substantially all of the assets of the Company used in the Business certain contracts and liabilities of the Company related to the Business upon the terms and conditions set forth therein (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, the Company has agreed to sell and assign the Proprietary Rights to Buyer.

### **AGREEMENTS**

**NOW, THEREFORE**, for good and valuable consideration paid to the Company by Buyer, the receipt and sufficiency of which is hereby acknowledged, the Company hereby assigns and transfers to Buyer, its successors and assigns, absolutely and forever, the entire right, title, and interest, whether statutory or at common law, in and to the Proprietary Rights (including any goodwill of the Business symbolized by such Proprietary Rights), together with all causes of action for any and all previously occurring infringement(s) of the Proprietary Rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements, , and including any rights to apply for patents, copyright registrations and

trademark registrations, the foregoing rights to be held and enjoyed as fully and exclusively as such rights would have been by Company had this assignment and transfer not been made.

This Assignment of Proprietary Rights is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. To the extent of any inconsistency between this Assignment of Proprietary Rights and the Purchase Agreement, the Purchase Agreement shall control and prevail. Without limiting the foregoing, this Assignment of Proprietary Rights shall be construed, enforced and interpreted according to the Laws of the State of New York without giving effect to provisions thereof regarding conflicts of law. This Assignment of Proprietary Rights may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment of Proprietary Rights. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

The Company, by this Assignment of Proprietary Rights, covenants with Buyer that the Company will perform such further acts and execute and deliver such further bills of sale, assignments, transfers, conveyances, powers of attorney, consents, assurances and other documents and instruments as Buyer may reasonably request to vest in Buyer and protect Buyer's right, title and interest in, and enjoyment of, the Proprietary Rights or as may be necessary to obtain, renew, issue or enforce the Proprietary Rights.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Assignment of Proprietary Rights to be executed and delivered as of this 10<sup>th</sup> day of April, 2000.

FIBERLUX, INC.

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

*Nancy M. Taylor*  
Name: Nancy M. Taylor

Title: Vice President and Secretary

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD

The foregoing Assignment of Proprietary Rights was acknowledged before me by Nancy M. Taylor, Vice President and Secretary of Fiberlux, Inc. on this 6th day of April, 2000.

My commission expires June 30, 2001.

*Patricia A. Thomas*  
\_\_\_\_\_  
Patricia A. Thomas, Notary Public

**PROPRIETARY RIGHTS**

**PATENTS**

1. U.S. Patent No. 4,398,373 for "Vinyl Frame, Multi-Panel, Sliding Door Assembly"
2. Canadian Patent No. 1,249,483 for "Vinyl Frame, Multi-Panel, Sliding Door Assembly"

**TRADEMARKS**

1. Mark: FIBERLUX  
U.S. Registration No. 1,370,748
2. Mark: ULTRAVIEW  
U.S. Registration No. 1,564,540
3. Mark: THE PREFERRED  
U.S. Registration No. 1,819,583
4. Website Domain: FIBERLUX.COM