

05-04-2001

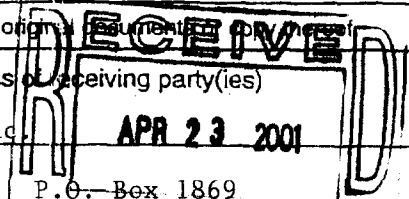


101701866

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document.



1. Name of conveying party(ies):

The Ellison Company, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State North Carolina
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Corrective Document:

Reel/Frame 002219/0979

Execution Date: 3/15/01 and 3/30/01

2. Name and address of receiving party(ies)

Name: VES, Inc.

Internal Address: P.O. Box 1869

Street Address: _____

City: Welcome State: NC ZIP: 27374

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/832,583

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca Kelder

Internal Address: _____

Street Address: 75 East 55th StreetCity: New York State: NY ZIP: 100226. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

5/03/2001 LNUELLER 00000070 76832503

DO NOT USE THIS SPACE

1 FC:481

40.00 OP

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.

Rebecca Kelder

Name of Person Signing

Rebecca Kelder

Signature

4/20/01

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002286 FRAME: 0098

01-24-2001

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



101591940

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
Effective Date
Month Day Year
☐ Change of Name

☐ Other

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

City

NC

State/Country

27374

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization DELAWARE

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.)

01/24/2001 GTON11 00000054 75241766

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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: 002286 FRAME: 0099

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.

#

2

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

RATIFICATION OF TRADEMARK ASSIGNMENT

WHEREAS, THE ELLISON COMPANY, INC., a North Carolina corporation (Assignor"), and VES, INC., a Delaware corporation ("Assignee") entered into a trademark assignment agreement dated October 25, 2000 whereby Assignor assigned to Assignee its entire 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 Second Amended and Restated Purchase Agreement between Assignor, D and W Holdings, Inc. and Atrium Companies, Inc), including but not limited to "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 (hereinafter the "Assignment"), a copy of which is attached hereto.

WHEREAS, on January 9, 2001, the assignment was duly recorded in the U.S. Patent and Trademark Office, Assignment Division.

WHEAEAS, it was subsequently discovered by the Assignee that through inadvertance of both parties, the assignment, as well as the recordation of assignment, contained a typographical error which mistakenly identified the trademark application serial number for "PRO 100" as 76/832,538.

WHEREAS the actual trademark application serial number for "PRO 100" should have been listed as 76/832,583.

NOW, THEREFORE, Assignor and Assignee agree to and hereby ratify and affirm the Assignment in all respects, except that the parties modify the assignment to correctly identify the trademark application serial number for "PRO 100" to be

76/832,583, and such modification is to be retroactive to October 25, 2000 for purposes of assignment and January 9, 2001 for purposes of recordation.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Ratification of Assignment.

ASSIGNOR:

THE ELLISON COMPANY, INC.

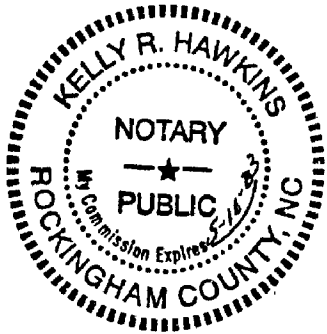
By: *John Ellison*

Name: John Ellison

Title: Pres

Sworn to before me this
30th day of March, 2001.

Kelly Hawkins
Notary Public



ASSIGNEE:

VES, INC.

By: *Jeff L. Hull*

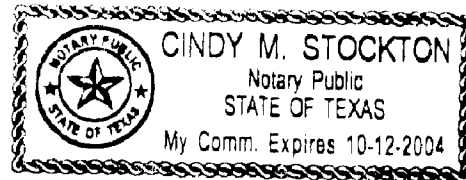
Name: Jeff L. Hull

President & Chief Executive Officer

Title: _____

Sworn to before me this
15th day of March, 2001.

Cindy M. Stockton
Notary Public



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

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

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: [Signature]

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.

[Signature]
Notary Public

My Commission expires: 8-9-2002

Notarial Seal

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