

Form PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

RE

09-06-2001



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Director of the United States Patent and Trademark Office

101834819

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-31-01  
 General Products Company, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Virginia  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Therma-Tru Virginia Limited Company  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 7387  
 City: Fredericksburg State: Virginia ZIP: 22404

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company, Virginia

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

Execution Date: April 4, 2000

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 registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
See Attached Schedule A

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See Attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Earl J. LaFontaine  
 Internal Address: \_\_\_\_\_  
 Street Address: Brooks & Kushman P.C.  
1000 Town Center, Twenty-Second Floor  
 City: Southfield State: MI Zip: 48075

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00  
 Enclosed  
 Authorized to be charged to Deposit Account

8. Deposit Account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Earl J. LaFontaine  
 Name of Person Signing

Earl J. LaFontaine  
 Signature

8/29/01  
 Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:  
 Director of the United States Patent and Trademark Office, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002362 FRAME: 0325

09/05/2001  
 01 FC:461  
 02 FC:462

**Schedule A**

**Trademarks from General Products assigned to Therma-Tru Virginia Limited Company**

**REGISTRATION NO.**

**MARK**

612,028	AIR-JET (Stylized)
741,311	AIR JET
1,220,913	BEACON HILL
1,301,186	SECURA-FIT
1,455,333	VISTA II
1,543,235	LANDMARK
1,563,007	G GENERAL PRODUCTS COMPANY, INC. (Stylized)
1,782,322	PORCELPLAS
1,815,329	ADJUSTA-TRIM
2,177,227	FLEX-JET

**ASSET PURCHASE AGREEMENT**

**DATED AS OF APRIL 4, 2000**

**BY AND BETWEEN**

**THERMA-TRU VIRGINIA LIMITED COMPANY**  
a Virginia limited liability company,

**H. SMITH MCKANN**

and

**GENERAL PRODUCTS COMPANY, INC.**

a Virginia corporation

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"AAA" ..... Section 10.12

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"Accounts Receivable" ..... Section 10.9

"Affected Entity" ..... Section 4.16

"Affiliate" ..... Section 10.9

"Affiliate Transactions" ..... Section 4.30

"Affiliated Group" ..... Section 10.9

"Agreement" ..... Introduction

"Assignment and Assumption Agreement" ..... Section 8.2

"Assumed Liabilities" ..... Section 2.2

"Balance Sheet Date" ..... Section 3.3

"Books and Records" ..... Section 10.9

"Business" ..... Preamble

"Business Documents" ..... Section 10.9

"Buyer" ..... Introduction

"Buyer Indemnified Party" ..... Section 9.7.1

"Cash and Equivalents" ..... Section 10.9

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"FEC" ..... Preamble

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"Liability " ..... Section 10.9

"Liens" ..... Section 10.9

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"Material Adverse Effect" ..... Section 10.9

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"McKann" ..... Introduction

"Multiemployer Plan" ..... Section 4.22

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"Non-Contiguous Leased Property" ..... Preamble

"Non-Disturbance Agreements" ..... Section 6.11

"Parcel 1" ..... Preamble

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"Permits" ..... Section 10.9

"Person" ..... Section 10.9

"Plan Affiliate" ..... Section 4.27

"Proprietary Rights" ..... Section 10.9

"Purchase Price" ..... Section 3.1

"Purchased Assets" ..... Section 1.2

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"Remediation Agreement" ..... Section 8.2

"Rules" ..... Section 10.9

"Seller" ..... Introduction

"Seller Indemnified Party" ..... Section 9.7.2

"Seller Lease" ..... Preamble

"Special Claim" ..... Section 9.7.6

"Tax" ..... Section 10.9

"Tax Documents" ..... Section 9.3

"Tax Returns" ..... Section 10.9

"Third Party Claim" ..... Section 9.7.3

"Third Party Landlord" ..... Preamble

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"Title Company" ..... Section 6.11

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"Transferred Employees" ..... Section 6.16

"Warranty Expenses" ..... Section 10.9

"Year 2000 Defect" ..... Section 4.16

## ASSET PURCHASE AGREEMENT

**ASSET PURCHASE AGREEMENT** (this "Agreement") dated as of April 4, 2000 by and among **GENERAL PRODUCTS COMPANY, INC.**, a Virginia corporation ("Seller"), **H. SMITH MCKANN**, an individual ("McKann"), and **THERMA-TRU ACQUISITION, INC.**, a Virginia corporation ("Buyer").

### RECITALS

**WHEREAS**, Seller is engaged in the business (the "Business") of manufacturing, selling and distributing metal doors, steel frames, and chimney ventilation systems for the residential and commercial building markets from facilities located at (1) 3020 Mine Road, Fredericksburg, Virginia 22408 ("Parcel 1"), (2) 3000 Mine Road, Fredericksburg, Virginia 22408 ("Parcel 2") and (3) Sections A, B and C of Building D of the Bowman Center, One Bowman Drive, Fredericksburg, Virginia 22408 (the "Non-Contiguous Leased Property" and together with Parcel 1 and Parcel 2, the "Leased Real Property").

**WHEREAS**, McKann and various members of his family (including the Estate of Mary Parks McKann, McKann's former spouse), own, directly and indirectly, approximately 99% of the issued and outstanding shares of capital stock of Seller;

**WHEREAS**, Buyer and/or its Affiliates is engaged, in part, in the business of manufacturing, selling and distributing metal doors and steel frames for the residential and commercial building market, and desires to acquire Seller through the acquisition of substantially all of the operational assets of Seller, all subject to the terms and conditions set forth herein;

**WHEREAS**, Seller desires to sell substantially all of its operational assets (less the Excluded Assets) to Buyer, all subject to the terms and conditions set forth herein;

**WHEREAS**, Parcel 1 is owned by Fredericksburg Engineering Co., a Virginia corporation and an Affiliate of Seller ("FEC") and leased to the Company;

**WHEREAS**, Parcel 2 is owned by Seller;

**WHEREAS**, the Non-Contiguous Leased Property is owned by A. Smith Bowman Distillery, Inc., a Virginia corporation ("Third Party Landlord"), and leased to the Seller pursuant to the terms of that certain real property lease by and between Third Party Landlord and Seller (the "Third Party Lease") a copy of which is attached as **Exhibit A**;

**WHEREAS**, contemporaneous with the purchase of substantially all of Seller's assets, Buyer intends on (1) entering into a new lease with FEC with respect to Parcel 1, with said lease (the "FEC Lease") to be for a term of five years, to provide for rental payments on an annual basis of \$2.75 per square foot, to include an option in favor of Buyer to purchase Parcel 1 at the end of the term for \$1,750,000, and to otherwise be in such form as **Exhibit B**, (2) entering into a lease with Seller with respect to Parcel 2, said lease (the "Seller Lease") to be for a term of five years, to provide for rental payments on

an annual basis of \$2.75 per square foot, to include an option in favor of Buyer to purchase Parcel 2 at the end of the term for \$4,250,000, and otherwise be in such form as **Exhibit C**, and (3) accepting an assignment from Seller of the Third Party Lease; and

**WHEREAS**, FEC and the Seller, respectively, desire to enter into the FEC Lease and the Seller Lease, respectively.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

## ARTICLE 1

### PURCHASE AND SALE OF ASSETS

**1.1. Agreement to Purchase and Sell.** At the Closing, Buyer shall purchase or cause to be purchased from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer or Buyer's designee, on the terms and subject to the conditions contained in this Agreement, all of the Purchased Assets, free and clear of any and all Liens.

**1.2 Purchased Assets.** For purposes of this Agreement, the term "Purchased Assets" shall mean all of the assets, properties and rights of Seller, excluding the Excluded Assets, of any kind or nature, whether tangible or intangible, whether real, personal or mixed, whether presently in use by Seller, whether reflected on the books of Seller and whether located at the Leased Real Property, used in, useful, necessary, incidental or pertaining to or associated with the operation of the Business including the following:

(a) **Equipment.** The Equipment.

(b) **Inventory.** The Inventory.

(c) **Claims and Rights.** Except for Tax refunds arising from or in any way connected with the Business prior to the Closing Date, to the extent they are legally transferable by Seller to Buyer, all claims and rights, and benefits arising therefrom, with or against all persons whomever, arising out of, resulting from or in any way connected with the Business, including all rights against suppliers under any express or implied warranties covering any of the Inventory or Equipment and all Permits, but specifically excluding such claims and rights as are rejected by Buyer in writing prior to the Closing Date.

(d) **Proprietary Rights.** The Proprietary Rights, including the patents listed on **Exhibit D** and the trademarks listed on **Exhibit E**.

(e) **Books and Records.** The Books and Records, except for such original documents, agreements and other records as Seller deems reasonably

necessary to retain in its possession, including Seller's corporate minute book, accurate copies of which shall be made available to Buyer upon request.

(f) **Business Documents.** The Business Documents.

(g) **Purchased Prepaid Assets.** Those prepaid assets of Seller as of the Closing Date from which Buyer determines it will be able to benefit or utilize as set forth on **Exhibit F** (the "Purchased Prepaid Assets").

(h) **Contracts.** The Contracts.

(i) **Accounts Receivable.** The Accounts Receivable as of the Balance Sheet Date.

**1.3. Leased Real Property.** Prior to the Closing, Seller shall terminate all of the existing leases with respect to Parcel 1 and Parcel 2, and, at Closing, Buyer and FEC and Seller, respectively, shall enter into the FEC Lease and the Seller Lease, respectively. Additionally, at Closing, Seller, with the consent of the Third Party Landlord, shall assign the Third Party Lease to Buyer.

**1.4. Excluded Assets.** Notwithstanding anything contained in **Sections 1.2 or 1.3** to the contrary, the Purchased Assets shall not include the following assets, properties and rights of Seller (collectively, the "Excluded Assets"):

(a) **Cash and Equivalents.** Cash and Equivalents.

(b) **Life Insurance.** All life insurance policies owned by Seller and cash value thereunder insuring the life of McKann.

(c) **Real Estate.** All real property owned by Seller.

(d) **Other Assets.** The assets set forth on **Exhibit G.**

**1.5. Delivery of Purchased Assets and Leased Real Property.** Seller shall deliver possession of the Purchased Assets and the Leased Real Property to Buyer at the Closing.

## ARTICLE 2

### ASSUMPTION OF LIABILITIES

**2.1 Non-Assumption of Liabilities.** Except as otherwise provided in **Section 2.2**, this Agreement is intended as and shall be deemed to be an agreement for the sale and purchase of assets and none of the provisions hereof shall be deemed to create any obligation or Liability of Buyer to any Person that is not a party to this Agreement, whether under a third-party beneficiary theory, successor liability theory or otherwise. Except as otherwise provided in **Section 2.2**, Buyer shall not, as a result of the execution and consummation of this Agreement, assume, discharge or become

Exhibit E  
Registered Trademarks and Service Marks

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration No.</u>	<u>Date Issued</u>	<u>State or Federal</u>
Adjusta-Fit	Word	1,222,366	3-30-88	Federal
Adjusta-Snap	Word	75/609,535 (serial number)	10-21-98	Federal
Adjusta-Trim	Word	1,815,329.	1-4-94	Federal
Air-Jet	Design	612,028	9-13-55	Federal
Air-Jet	Word	741,311	11-27-62	Federal
Beacon Hill	Word	1,220,913	12-21-88	Federal
Benchmark	Word	894,906	7-21-70	Federal
Benchmark	Word	01122076	9-16-69	State (VA
Benchmark	Word	TM A271,668	5-14-97	Internation: (Canadian
Bench-Light	Word	1,645,263	5-21-91	Federal
Benchwood	Word	74,205,227 (serial number)	8-11-92	Federal
Chateau	Word	908,395	2-23-71	Federal
Chateau	Word	01122075	9-5-69	State (VA
Flex-Jet	Word	2,177,227	7-28-98	Federal
G General Products Company, Inc.	Design	1,563,007	10-31-89	Federal
Landmark	Word	1,543,235	6-13-89	Federal
Porceplas	Word	1,782,322	7-20-93	Federal
Secura-Fit	Word	1,301,186	10-23-84	Federal
Vista	Word	1,134,648	5-6-80	Federal
Vista II	Word	1,455,333	9-1-87	Federal



Exhibit D  
Patents

<u>Description</u>	<u>Registration Patent Number</u>	<u>Date Issued</u>	<u>Patent Assignment Agreement</u>
Bolt Lock and Lockset Assembly	4,080,813	3-26-78	Yes
Weatherseal Apparatus	4,185,417	1-29-80	Yes
Threshold & Adjustable Weatherseal	4,287,684	9-8-81	Yes
Metal Door & Light Assembly	4,413,397	11-8-83	Yes
2 Piece Steel Mull for Multiple Door Assembly	5,682,715	11-4-97	Yes
Adapter Assembly for Deadbolt Prep	4,453,752	6-12-84	Yes
Frame Assembly for Door Light	4,430,836	2-14-84	Yes
Door System with Interlocking Panels	4,819,383	4-11-89	Yes
Door System with Interlocking Panels	4,896,458	1-30-90	Yes
Adjustable Door Frame (Adjusta-Trim)	5,187,898	2-23-93	Yes
Light Frame System	5,644,874	7-8-97	Yes
Light Frame System w/Clips	5,749,184	5-12-98	Yes
Adjustable Plastic Door Frame- assigned to General Products Company	5,345,722	9-13-94	Yes

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

PATENT APPLICATIONS

<u>Description</u>	<u>Inventor(s)</u>	<u>Patent Application Number</u>	<u>Date Application Filed</u>	<u>Patent Assignment Agreement</u>
Door with Reinforced Metal Panels	McKann	09/050,081	3/30/98	Yes
Adjusta-Trim w/Flange to Simulate Trim Part	McKann & Haney	09/317,995	5/20/99	Yes
Mobile Home Door		09/317,995 Separate patent applications never filed-simply incorporated in this current patent application		Yes
Hinge Pocket w/Extruded Holes		09/317,995 Separate patent applications never filed-simply incorporated in this current patent application		Yes
Clip Mounting System for Door Frame		09/290,617	4/13/99	Yes