

01-23-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VVP America, Inc.

1-1102

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/30/2000

2. Name and address of receiving party(ies)

Name: VVP Finance Corporation

Internal Address:

Street Address: 231A South Lakeview

City: Placentia State: CA Zip: 92870

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,749,000 1,708,858

1,789,795 2,279,890

Additional number(s) attached Yes No

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

Name: Jenifer C. Slinsky, Esq.

Internal Address:

Thorp Reed & Armstrong, LLP

One Oxford Center, 14th Floor

Street Address: 301 Grant Street

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0888

(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.

Jenifer C. Slinsky

Name of Person Signing

Jenifer C. Slinsky
Signature

Nov. 27, 2001

Date

8

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

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

01/23/2002 6TON11 00000149 1749000

01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 002428 FRAME: 0972

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**ASSIGNMENT, ASSUMPTION,
AND STOCK SUBSCRIPTION AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND STOCK SUBSCRIPTION AGREEMENT (this "Agreement") made as of the 30th day of September, 2000, is by and between VVP America, Inc., a Delaware corporation ("VVPA") and VVP Finance Corporation ("VVPF"), a Delaware corporation.

RECITALS

WHEREAS, VVPA has caused the organization of VVPF;

WHEREAS, VVPA desires to transfer those certain assets (the "Transferred Assets") as described in Exhibit A, which is incorporated by reference as if fully set forth herein, to or for the benefit of VVPF;

WHEREAS, the board of directors of VVPA has determined that it is in the best interest of VVPA to assign the Transferred Assets to VVPF; and

WHEREAS, VVPF has agreed to accept such assignment of the Transferred Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and agreements set forth herein, and intending to be legally bound hereby, the parties agree as follows, effective as of the date hereof:

AGREEMENT

1. VVPA conveys, transfers, assigns and delivers to VVPF all of its right, title and interest in the Transferred Assets.

2. VVPA agrees that it will take all such action and do or cause to be done all such things necessary or proper to transfer to VVPF all registrations and applications of registrations of the Trademarks, including the execution and delivery of additional documentation to be filed with the United States Patent and Trademark Office and other governmental officials or offices to record the transfer of the Trademarks. Until the transfer of the Trademarks shall have been so recorded, VVPA agrees to take all reasonable actions and do or cause to be done all such things reasonably requested by VVPF to protect the Trademarks and the interests therein being assigned to VVPF hereunder.

3. In consideration for the Transferred Assets VVPA agrees to purchase, and VVPF agrees to issue to VVPA, one thousand (1,000) shares of VVPF's common stock, being one hundred percent (100%) of VVPF's authorized, issued and outstanding stock along with other good and valuable consideration, whether or not specifically mentioned herein.

4. Contemporaneous with and in further consideration for the stock described in Section 3, VVPA hereby conveys, transfers, assigns and delivers to VVPF, 100% of its right, title and interest in the Other Assets, specifically described as follows:

All assets included in Exhibit C, which is hereby incorporated by reference as if fully set forth herein, which reflects the items of personal property owned by VVPA as of the close of business on December 31, 2000, that were transferred to VVPF.

5. Notwithstanding the provisions above, the Transferred Assets shall not include any cash or cash equivalents of VVPA.

6. This Agreement supersedes all prior agreements, understandings and representations between the parties with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms of the agreement between the parties with respect thereto. This Agreement cannot be changed or terminated except by a written instrument executed by the party against which enforcement thereof is sought.

7. VVPF hereby assumes and agrees to perform or cause to be performed and fully and completely discharge or cause to be discharged 100% of the liabilities of VVPA arising under or related to the Other Assets. VVPA covenants and agrees with VVPF, its successors, and assigns to warrant and defend the sale of the Transferred Assets to VVPF against any and all claims made by any person whatever. VVPA represents and warrants to VVPF, its successors and assigns that it is the true and lawful owner of the Transferred Assets, has good and marketable title to the Transferred Assets, free and clear of all encumbrances, and has the right and authority to sell the Transferred Assets hereunder.

8. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without reference to the choice of law principles of such State.

9. VVPA hereby irrevocably constitutes and appoints VVPF as its true and lawful attorney, with full power of substitution, in the name of VVPA but on behalf of and for the benefit of VVPF, to execute, acknowledge, deliver, swear to, file, and record in the appropriate public offices, any and all such confirmatory instruments and documents as may be necessary or appropriate to perfect or evidence the title or interest of VVPF or its designee in and to any of the Transferred Assets hereby assigned.

10. VVPF warrants and agrees that none of the Transferred Assets may be conveyed, assigned, sold, transferred encumbered or otherwise disposed of except in the ordinary course of business without the prior written consent of VVPA. VVPF further warrants and agrees that in the event all or any part of the sale, assignment, and assumption of the Transferred Assets from VVPA to VVPF, or on behalf of VVPF to its designee, is deemed to be inconsistent with any law, rule, contractual right, or other obligation, then upon VVPA's request VVPF will convey, sell and assign

or cause to be conveyed, sold or assigned all or any part of the Transferred Assets to VVPA, consistent with VVPA's request.

11. VVPA represents and warrants to VVPF that (i) it is purchasing the shares of VVPF's common stock for its own account, for investment only, and not with a view towards their resale; (ii) its officers and directors understand that the VVPF common stock has not been registered under the Securities Act of 1933 or any state securities laws, based on exemptions from such laws, and that the VVPF common stock may not be sold or otherwise transferred without registration under or exemption from the provisions of all applicable securities laws, and that a legend to such effect will be placed on the certificate evidencing the VVPF common stock referring to these restrictions on the transferability and sale of the securities, and (iii) its officers and directors are qualified by previous experience to evaluate the risks and merits of this investment.

12. From time to time after the date of this Agreement and the closing (the "Closing Date"), as and when requested by either party hereto, VVPA and VVPF or its designee shall, without further consideration, execute and deliver, or cause to be executed and delivered, such deeds, bills of sale, assignment of leases, and other instruments of sale, transfer, conveyance, assignment, and confirmation, and shall take, or cause to be taken, such further or other actions as VVPA or VVPF may deem necessary or desirable to carry out the intent and purposes of this Agreement, to convey, transfer assign and deliver to VVPF or its designee, and to confirm VVPF's or its designee's title to, the Transferred Assets or the assumed liabilities (or to evidence any of the foregoing), to put VVPF or its designee in actual possession and operating control thereof, to assist VVPF or its designee in exercising all rights with respect thereto, to otherwise carry out the purpose and intent of this Agreement, and to consummate and give effect to other transactions, covenants and agreements contemplated hereby. VVPF or its designee shall assist VVPA in the settling of any dispute with reference to any liability retained by VVPA, including using its best efforts to have its directors, officers and employees cooperate with VVPA at its request, on and after the Closing Date, in furnishing information, evidence, testimony, and other assistance in connection with any actions, proceedings, arrangements or disputes based upon contracts, arrangements, or acts of VVPA which were in effect or occurred on or before the Closing Date.

13. VVPA and VVPF each will use its best efforts to obtain as promptly as possible written consents to the transfer, assignment or sublicense to VVPF of all contract rights being transferred to VVPF where the approval or other consent of any other person is required. If any such approval or consent cannot be obtained, or if the parties hereinafter agree in writing that it is not in their respective best interests to obtain any such approval or other consent, VVPA will cooperate with VVPF in any reasonable arrangement designed to provide VVPF with substantially the same economic benefits as if such approval or other consent had been obtained and the transfer effected on or before the Closing Date.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

15. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

VVP AMERICA, INC.

By: John Wagner
Its: Vice Pres.

VVP FINANCE CORPORATION

By: John Wagner
Its: Pres.

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EXHIBIT A

Transferred Assets include, without limitation:

1. All of VVPA's intellectual property assets including, without limitation,
 - a. all proprietary rights existing in all countries including;
 - b. all patents, patent applications and patent disclosures;
 - c. all trademarks, service marks, trade names, trade dress, logos, designs, corporate names and all translations, adaptations, derivations and combinations thereof, as listed in Exhibit B, which is incorporated by reference as if fully set forth herein;
 - d. all registrations and applications to register any of the foregoing;
 - e. all of the goodwill of the products, services or businesses with which any of the foregoing or VVPA is, or has been, associated or in any way connected;
 - f. all copyrightable subject matters, copyrights, copyright registrations and applications to register copyrights;
 - g. all mask works, mask work registrations and applications to register mask works;
 - h. all trade secrets, shop rights, know-how, confidential information;
 - i. all licenses to, or from, third parties with respect to any of the foregoing;
 - j. all copies and tangible embodiments to the foregoing (in whatever form or medium) owned by VVPA;
2. All the rights to apply for registrations for the trademarks and any other rights corresponding thereto anywhere in the world;
3. All rights, interests, claims and demands recoverable in law or equity, that VVPA has or may have in profits and damages for past, present and future infringements of trademarks, including, but not limited to, the right to sue for and collect said profits and damages;
4. All discoveries, improvements, processes, formula (secret or otherwise), data bases and computer software in both source code and object code form (if any), and documentation related thereto, owned by VVPA;
5. All data, engineering, and technical and shop drawings, specifications and ideas (including those in the possession of third parties and which are the property of VVPA), whether patentable, protectable or not;
6. All licenses and other similar agreements;
7. All drawings, records, books or other evidence, howsoever evidenced, of the foregoing (and all copies and tangible embodiments thereof owned by VVPA, in whatever form or medium);
8. All goodwill in the business of VVPA, all franchise and all right, title and interest in and to the use of the names "Harding", "Harding Glass", "One Stop Glass Shop" and any other additional trademark, service mark, trade name, name or designation similar or dissimilar to any of the foregoing used in connection with the business of VVPA, to include those listed on Exhibit B; and
9. All rights to sue and to recover for past infringements or misappropriation of any of the foregoing (herein collectively referred to as the "Transferred Assets"), all as listed on Exhibit A, which is incorporated by reference as if fully set forth herein.

EXHIBIT B

The Transferred Assets include, but are not limited to the following:

Trademarks

<u>Mark</u>	<u>Registration Number</u>
Binswanger Glass (with design)	1669313
Binswanger Mirror (with design)	1669460
VVP America, Inc. (with design)	1937212
Scargard	1960132
Clearly the Top Choice	registration pending
ACI Distribution (with design)	2103016
Harding Glass	1749000
Harding Glass (with design)	2279890
1-Stop Glass Shop	1789793
One Stop Glass Shop	1708858
Thermoglas	application pending
HGI	1737255
HGI (with design)	0788679

EXHIBIT C

Personal Property

No fixed assets.