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MARKS ONLY

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

1/2002)

Tab settings

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

1. Name of conveying party(ies):

Harding Glass, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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 America, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 965 Ridge Lake Boulevard

City: Memphis State: TN Zip: 38120

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 Centre, 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. 15, 2001

Date

7

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

01/28/2002 DBYRNE 00000128 1749000

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

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

TRADEMARK  
REEL: 2431 FRAME: 0858

**ASSIGNMENT AGREEMENT  
(HARDING)**

THIS ASSIGNMENT AGREEMENT (this "Agreement") made as of the 30<sup>th</sup> day of September, 2000, is by and between Harding Glass, L.L.C., a limited liability company organized and existing pursuant to the laws of the State of Delaware ("Harding") and VVP America, Inc., a corporation organized and existing pursuant to the laws of the State of Delaware ("VVPA").

**RECITALS**

WHEREAS, Harding is a wholly owned subsidiary of VVPA;

WHEREAS, Harding 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 VVPA;

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

WHEREAS, VVPA 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. Harding conveys, transfers, assigns and delivers to VVPA all of its right, title and interest in the Transferred Assets.
2. Harding agrees that it will take all such action and do or cause to be done all such things necessary or proper to transfer to VVPA all of the Transferred Assets including, but not limited to, all registrations and applications of registrations of the Transferred Assets to the extent practicable, 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 such transfer. Until the transfer of such property shall have been so recorded, Harding agrees to take all reasonable actions and do or cause to be done all such things reasonably requested by VVPA to protect such property and the interests therein being assigned to VVPA hereunder.
3. 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

Assignment cannot be changed or terminated except by a written instrument executed by the party against which enforcement thereof is sought.

4. Harding covenants and agrees with VVPA, its successors, and assigns, to warrant and forever defend the sale of the Transferred Assets to VVPA against any and all claims made by any person whatsoever. In consideration of such assignment of Transferred Assets, VVPA does hereby agree, that in the event it concludes, at any time in the future, that any party is infringing upon all, or any portion of, the Transferred Assets, VVPA shall forthwith seek to obtain voluntary or other termination or change of such activity, or initiate legal actions seeking such termination or change, and otherwise secure the continued value and utility of such Transferred Assets, each of the same actions to be at the sole and exclusive cost, expense and liability of VVPA. Harding represents and warrants to VVPA, its successors and assigns, that Harding 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 other than any liens held by Bank America and GE Capital Corporation, and has the right and authority to sell, assign and transfer the Transferred Assets hereunder.

5. 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.

6. Harding hereby irrevocably constitutes and appoints VVPA as its true and lawful attorney, with full power of substitution, in the name of Harding but on behalf of and for the benefit of VVPA, 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 VVPA or its designee in and to any of the Transferred Assets hereby assigned.

7. From time to time after the date of this Agreement as and when requested by either party hereto, Harding and VVPA or their designees shall, without further consideration, execute and deliver, or cause to be executed and delivered, such deeds, bills of sale, assignments 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 Harding or VVPA may deem necessary or desirable to carry out the intent and purposes of this Agreement, to convey, transfer, assign and deliver to VVPA or its designee, and to confirm VVPA's or its designee's title to, the Transferred Assets, to put VVPA or its designee in actual possession and operating control thereof, to assist VVPA 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.

8. Harding and VVPA each will use its best efforts to obtain as promptly as possible written consents to the transfer, assignment or sublicense to VVPA of all contract rights being transferred to VVPA 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, or seek to obtain, any such approval or other consent, VVPA

will cooperate with VVPA in any reasonable arrangement designed to provide VVPA 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.

9. 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.

10. 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.

Harding Glass, L.L.C.

By: VVP America, Inc., its sole member

By: John Wagner  
Its: Vice Pres.

VVP America, Inc.

By: John Wagner  
Its: Vice Pres.

T:\Jones\VVPA\Dejoint\harding assignment agreement.wpd

## EXHIBIT A

Transferred Assets include, without limitation:

1. Except for all restrictive covenant and non-competition agreements or covenants in favor of Harding, or any predecessor of or assignor thereto, each of which agreements and covenants shall remain the assets of Harding, all of Harding's intellectual property assets to include intellectual property assets in all other countries including, but not limited to, the following:
  - a. all patents, patent applications and patent disclosures;
  - b. 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;
  - c. all registrations and applications to register any of the foregoing;
  - d. all of the goodwill of the products, services or businesses with which any of the foregoing or Harding is, or has been, associated or in any way connected;
  - e. all copyrightable subject matters, copyrights, copyright registrations and applications to register copyrights;
  - f. all mask works, mask work registrations and applications to register mask works;
  - g. all trade secrets, shop rights, know-how, confidential information;
  - h. all licenses to, or from, third parties with respect to any of the foregoing;
  - i. all copies and tangible embodiments to the foregoing (in whatever form or medium) owned by Harding;
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 Harding has or may have with respect to Transferred Assets in profits and damages for past, present and future infringements of any Transferred Assets, 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 Harding;
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 Harding), whether patentable, protectable or not;
6. All licenses and other similar agreements with respect to Transferred Assets;
7. All drawings, records, books or other evidence, howsoever evidenced, of the foregoing (and all copies and tangible embodiments thereof owned by Harding, in whatever form or medium);
8. All goodwill in the business of Harding, 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 Harding; 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>
Harding Glass	1749000
Harding Glass (with design)	2279890
I-Stop Glass Shop	1789795
One Stop Glass Shop	1708858
Thermoglas	application pending
HGI	1737255
HGI (with design)	0788679