

06-17-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDED

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

102124013

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

1. Name of conveying party(ies):

CIT Group/Business Credit, Inc. 6.11.02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: 5-6-02

2. Name and address of receiving party(ies)

Name: Thermetic Glass, Inc.

Internal

Address: _____

Street Address: 755 Boardman-Canfield Road

City: Boardman State: OH Zip: 44512

- ☐ 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) 2323373, 1693004

Additional number(s) attached ☐ Yes ☒ No

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

Name: David E. Rogers

Internal Address: Squire, Sanders & Dempsey, L.L.P.

Street Address: Two Renaissance Square

40 North Central Avenue, Suite 2700

City: Phoenix State: Arizona Zip: 85004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ 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.

David E. Rogers

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

06/14/2002

DBYRNE 00000181 2323373

01 FC:481
02 FC:482

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

TRADEMARK
 REEL: 002525 FRAME: 0389

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



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

**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**
Month Day Year
- ☐ **Change of Name**
- ☐ **Other**

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**

☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **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.)**
- ☒ **Corporation** ☐ **Association**
- ☐ **Other**

☒ **Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

12/22/2000 DNGUYEN 00000025 194705 2323373

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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: 002525 FRAME: 0390

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2323373"/>	<input type="text" value="1693004"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Edward Sassower

Edward Sassower

12/14/00

Name of Person Signing

Signature

Date Signed

RELEASE AND REASSIGNMENT OF TRADEMARKS AS SECURITY

WHEREAS, Thermetic Glass, Inc., a Delaware Corporation, with an office at 755 Boardman-Canfield Road, Boardman, Ohio 44512 (the "Company"), owns the trademarks described in Item A in the Appendix to the "Assignment for Security" described below (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in said Item A;

WHEREAS, pursuant to that certain Security Assignment and Mortgage-Intellectual Property, dated as of December 14, 2002, the Company executed an Assignment for Security ("Trademarks Assignment"), by which the Company granted a security interest in the Trademarks to the CIT Group/Business Credit, Inc. as contractual representative for certain financial institutions, the ("Agent"), to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Trademarks Assignment was recorded in the assignment branch of the United States Patent and Trademark Office, on December 21, 2000, located on reel 002197, frame 0849, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable thereunder, with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Company's rights throughout the world.

Dated: May 6, 2002

The CIT Group/Business Credit, Inc.

By:



Name:

STEVEN SCHUIT

Title:

**VICE PRESIDENT
TEAM LEADER**

EXHIBIT A

Recorded Trademark Security Agreement

See Attached

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS Thermetic Glass, Inc., a Delaware corporation ("Assignor"), has adopted, intends to use or has used and is using the trademarks listed on the annexed Appendix, (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to The CIT Group/Business Credit, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Revolving Credit and Term Loan Agreement, dated as of December 17, 2000, among Assignor and certain other affiliated borrowers, the Lenders and the Assignee (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and Assignor and such other borrowers, have entered into a Security Agreement and Mortgage-Intellectual Property, dated as of December 14, 2000 hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, all whether now owned or licensable by Assignor and all reissues, continuations, revisions, re-examinations, extensions and divisions, licenses and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledge, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has cause this Assignment to be duly executed by its officer thereunto duly authorized as of the 14 day of December, 2000.

THERMETIC GLASS, INC.

By: Joseph Dominjanni
Name: Joseph Dominjanni
Title: President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 14 day of December, 2000, before me personally appeared Joseph Dominijanni personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.



Notary Public

EDWARD O. SASSOWER
Notary Public, State of New York
No. 02SA6037051
Qualified in New York County
Commission Expires February 14, 2002

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Internal Address: Squire, Sanders & Dempsey, L.L.P.

Street Address: Two Renaissance Square
40 North Central Avenue, Suite 2700

City: Phoenix State: Arizona Zip: 85004

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41).....\$ 65.00

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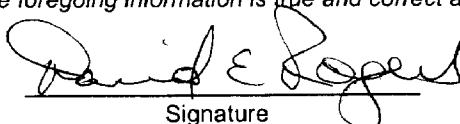
DO NOT USE THIS SPACE

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David E. Rogers

Name of Person Signing



Signature

5-31-02

Date

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