

08-30-2002

ET



To the Honorable Commissioner of I

102206940

hed original documents or copy thereof.

1. Name of conveying party(ies):

Eagle & Taylor Company

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

Additional names of conveying party(ies) attached?

- yes no

8/2/02

3. Nature of Conveyance

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

Execution Date: May 6, 2002

2. Name and address of receiving party(ies):

Name: Eagle Window & Door, Inc.

Internal Address: _____

Street Address: _____

2045 Kerper Boulevard

City Dubuque

State IA Zip 52001

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

Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s).

75/387,937

B. Trademark Registration No(s).

| | | |
|-----------|-----------|-----------|
| 1,662,477 | 1,274,757 | 2,273,593 |
| 1,743,934 | 1,868,306 | 2,235,778 |
| 1,598,147 | 1,405,839 | 1,759,176 |
| 1,686,004 | 1,826,370 | |

Additional numbers attached? Yes No

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

Eileen T. Mathews, Esq.
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to: Assistant Commissioner for Trademarks, Assignment Branch, 2900 Crystal Drive, Arlington, Va., 22202-3513, on this 9th day of Aug., 2002.

Debra L. Hale
(Typed or Printed Name)

Debra J. Hale
(Signature)

08/29/2002 DEBYRNE 00000204 75387937

01 FC:481
02 FC:482

40.00 DP
275.00 DP

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.

Eileen T. Mathews
Name of Person Signing

Eileen T. Mathews
Signature

August 6, 2002
Date

Total number of pages comprising transmittal: 1

Handwritten initials/signature

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of May 12, 2002, by EAGLE & TAYLOR COMPANY, a Delaware corporation ("Assignor") to EAGLE WINDOW & DOOR, INC., f/k/a EWD ACQUISITION CO., a Delaware corporation ("Assignee"). American Architectural Products Corporation ("AAPC"), Assignee and Assignor are parties to a certain Asset Sale Agreement dated as of April 15, 2002 (the "Asset Sale Agreement").

WHEREAS, pursuant to the terms of the Asset Sale Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor all of Assignor's right, title and interest in, to and under the Transferred Assets (as defined in the Asset Sale Agreement), including without limitation the trademarks and trade names of Assignor.

WHEREAS, in accordance with the Asset Sale Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign, trademarks, trademark applications and trade names, including without limitation the trademarks and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, in accordance with the Asset Sale Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Mexico and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be construed in accordance with and governed by the laws of the State of Ohio as it applies to contracts to be performed entirely within Ohio.

Schedule A

U.S. Registered Trademarks

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------|-------------------------|--------------------------|
| Autolatch | 1,662,477 | 10/29/1991 |
| Decorelle | 1,743,934 | 12/29/1992 |
| Eagle | 1,598,147 | 05/29/1990 |
| Eagle | 1,686,004 | 05/12/1992 |
| Eagle | 1,274,757 | 04/24/1984 |
| Eagle & Design | 1,868,306 | 12/20/1994 |
| Eagle & Design | 1,405,839 | 08/19/1986 |
| Eagle Maximizer Plus | 1,826,370 | 03/15/1994 |
| Eagle Wood | 2,273,593 | 08/31/1999 |
| Giving Vision to Great | 2,235,778 | 03/30/1999 |
| Modern Divided Lights | 1,759,176 | 03/16/1993 |

Pending Trademark Applications

| <u>Mark</u> | <u>Application Number</u> | <u>Filing Date</u> |
|------------------------------|---------------------------|--------------------|
| Eagle (Mexico) | 156440 | 12/02/1992 |
| Eagle Windows-Doors & Design | 75/387,937 | 11/10/1997 |

Proposed Trademarks

Mark
Window-Wise

Common Law Marks

Low E Maximizer Glass

Trade Names

“Eagle Window & Door, Inc.”