

10-21-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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):

Walters & Wolf Glass Company

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

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

3. Nature of conveyance:

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

Execution Date: 08/09/2002

2. Name and address of receiving party(ies)

Name: Oldcastle Glass, Inc.

Internal Address: _____
Address: _____

Street Address: 2805 Dallas Parkway, Suite 450
City: _____ State: TX Zip 75093-8724

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)

1,724,976; 1,433,899; 2,167,421

Additional number(s) attached Yes No

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

Name: Peter F. Weinberg

Internal Address: _____

Street Address: 1801 California St.
Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$90.00

Enclosed

Authorized to be charged to deposit account for any deficiency of fees

8. Deposit account number:

50-0792

(Attach duplicate copy of this page if paying by deposit account)

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2002 OCT 15 PM 1:03
FINANCE SECTION

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.

Peter F. Weinberg

Peter F. Weinberg

10-8-02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

10/18/2002
01 FC:8521
02 FC:8522

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

CERTIFICATE OF MAILING (37 CFR 1.8)

I hereby certify that on this 9th day of October, 2002, a true and correct copy of this document was placed in the U.S. Mail, first class, and addressed to: Commissioner for Trademarks, Washington, DC 20231 - Box Assignments.
Jean A. Burns Jean A. Burns 10/09/02.

TRADEMARK
REEL: 002601 FRAME: 0553

ASSIGNMENT OF TRADEMARKS

WHEREAS, Walters & Wolf Glass Company, a California corporation (hereinafter "Assignor"), is the owner of the marks:

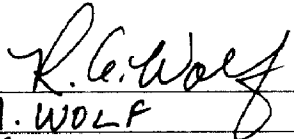
"Brite Vue", Registration No. 1724976;
"Brite Vue" (written in stylized letters), Registration No. 1433899; and
"Vision Vue" Registration No. 2167421 (collectively, the "Marks");

WHEREAS, Oldcastle Glass, Inc., a Delaware corporation (hereinafter "Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

WALTERS & WOLF GLASS COMPANY

By: 
Name: R.A. WOLF
Title: CEO
Date: AUG. 9, 2002