## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Trademarks: Please record the attached original documents or copy therof. Name of conveying party(ies): Name of receiving party(ies): Thermetic Glass, Inc. Window Acquisition LLC 755 Boardman-Canfield Road 70 North Street Boardman, OH 44512 Park Forest, IL 60466 Individual(s) Association Individual(s) citizenship: General Partnership Limited Partnership Association: Corporation - State: Delaware General Partnership: Other: Limited Partnership: Corporation - state: 3. Nature of Conveyance: X Other: Illinois limited liability company If assignee is not domiciled in the United States, a X Assignment Merger domestic representative designation is attached: Security Agreement Change of Name X | No Yes Other: (Designation must be a separate document) Execution Date: August 23, 2002 Additional name(s) and address(es) attached? Yes X No 4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,693,004 Additional number(s) attached: Yes X No Name and address of party to whom correspondence Total number of applications and registrations concerning document should be mailed: involved: One (1) Total fee (37 CFR § 3.41): \$40.00 Michael B. Stewart Rader, Fishman & Grauer PLLC Enclosed 39533 Woodward Avenue Authorized to be charged to deposit account Suite 140 Bloomfield Hills, MI 48304 Deposit Account Number: 18-0013 (Attach duplicate copy of this page if using deposit account) 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. Ruidulle & Visce Michelle L. Visser January 30, 2003 Name Total number of TRADEMARK Cover sheet: 1

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## TRADEMARK ASSIGNMENT

WHEREAS, THERMETIC GLASS, INC., a Delaware Corporation, ("Assignor"), hereby does assign, transfer, grant, and pledge to WINDOW ACQUISITION LLC ("Assignee"), an Illinois limited liability company, the entire right, title, and interest in and to each of the trademarks, trademark registrations, and applications therefor listed on the attached Exhibit A (collectively, the "Trademark Rights"), and any and all rights and privileges provided under the trademark, common, and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the Trademark Rights are used and the GOODWILL as represented by such Trademark Rights; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement;

WHEREAS, Assignee is a successor to the business, assets and appurtenant goodwill of Assignor to which the Trademark Rights pertain, and the parties acknowledge that the business of Assignor was, at the time of the assignment, transfer, grant, and pledge ongoing and existing as required under 15 U.S.C. § 1060;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00) and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign, transfer, grant, and pledge to Assignee, any and all right, title and interest in and to the Trademark Rights; all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement.

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Assignor shall, without further consideration, execute any and all additional documents and take such further action as may be reasonably requested by Assignee to vest in Assignee good, valid, and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors, and assigns.

ATTEST:

THERMETIC GLASS, INC.

David holy

Title: President

**STATE OF OHIO** 

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COUNTY OF MAHONING

On this 23rd day of August 2002, before me, the undersigned Notary Public, personally appeared 1000 Dominary, known to me or satisfactorily proven to be the person whose name is subscribed to the above document, and acknowledged that he executed the same for the purposes expressed therein. I attest that the principal appears to be of sound mind and not under or subject to duress, fraud or undue influence.

V) TARY PUBLIC

JONATHAN K. SCHOENIKE, Atterney-At-Law Notary Public - State of Ohio My Commission has no expiration date Sec. 147.03 R.C.

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## EXHIBIT A

## Description of the Intellectual Property

- 1. THERMETIC Trademark, Registration No. 2323373, Filed August 24, 1998, Registered February 29, 2000, International Class 019.
- 2. THERMETIC Trademark, Registration No. 1239445, Filed October 2, 1981, Registered March 24, 1983, Cancelled October 11, 1989, International Class 019.
- 3 VINYLVIEW Trademark, Registration No. 1693004, Filed March 5, 1990, Registered June 9, 1992, International Class 019.
- 4. VINYLVIEW Trademark, Registration No. 1141989, Filed January 29, 1979, Registered December 2, 1980, Canceled April 15, 1987, International Class 019.

Trademark Assignment

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