

06-10-2003



R SHEET  
LY

To the Honorable Commissioner of Patents, 102468310 the attached original documents or copy thereof.

1. Name of conveying party(ies): 6.503  
Owens-Corning Fiberglas Technology Inc.  
  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation (State-Illinois)  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
ALSCO Metals Corporation  
f/k/a ALSCO Acquisition Corp.  
  
Address: c/o Sun Capital Partners, Inc.  
5200 Town Center Circle, Suite 470, Boca Raton, FL 33486  
  
FINANCE SECTION  
JUN -5 PM 2:44

3. Nature of conveyance:  
  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: May 22, 2003

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation (State -Delaware)  
  
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) See attached schedule  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Michael Flaschen, Esq.  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 17  
7. Total fee (37 CFR 3.41)..... \$ 440.00 (enclosed)  
 Authorized to be charged to Deposit Account  
8. Deposit Account No. 111-098  
  
(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.*  
  
Michael Flaschen [Signature] 6/5/03  
Name of Person Signing Signature Date  
06/09/2003 DBYRNE 00000061 1717481  
Total number of pages including cover sheet, attachments, and document: 40.00  
01 FC:8521 400.00 00  
02 FC:8522 400.00 00

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

**SCHEDULE A**

ALSCO	United States	1,717,481
ALSCO Plus Design	United States	1,793,386
AMERIMARK	United States	1,553,451
CLIMATE GUARD Plus Design	United States	985,774
DENNY	United States	2,494,508
H Plus Design	United States	1,792,362
HARBORTOWN	United States	1,427,194
HASTINGS	United States	1,791,283
LIGHTNING-LOK	United States	772,627
QUAD 4	United States	2,092,953
THE PERFECT MATCH	United States	1,089,841
TIMBERTONE	United States	1,282,105
TRIPLE 4	United States	2,079,151
ULTIMATE	United States	1,396,438
VALUBILT	United States	2,462,482
VINYL-TUF	United States	1,009,841
ZIP-SHIELD	United States	1,269,191

RECORDATION COVER SHEET

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 22, 2003 (this "Assignment"), is by and between Owens-Corning Fiberglas Technology Inc., an Illinois corporation with a principal place of business at 7734 West 59<sup>th</sup> Street, Summit, Illinois 60501 (the "Assignor"), and ALSCO Metals Corporation, a Delaware corporation formerly known as ALSCO Acquisition Corp., whose address is c/o Sun Capital Partners, Inc., 5200 Town Center Circle, Ste. 470, Boca Raton, FL 33486 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

### WITNESSETH:

WHEREAS, Exterior Systems, Inc., a Delaware corporation and an Affiliate of the Assignor, the Assignor, the Assignee and, for limited purposes, Owens Corning, a Delaware corporation and the owner of all of the Assignor's capital stock, have entered into an Asset Purchase Agreement (as amended, the "Purchase Agreement"), dated as of March 19, 2003, pursuant to which the Assignor has agreed to sell, convey, transfer, assign, grant and deliver to the Assignee all of the Assignor's right, title and interest in and to the marks set forth on Schedule A attached hereto (collectively, the "Marks") and the associated goodwill of the business developed through their use.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns to the Assignee all of Assignor's right, title, and interest in and to the Marks, together with the associated goodwill of the business developed through their use, all rights thereunder, remedies against infringements thereof, privileges associated therewith and rights to protection of interests therein under all applicable Laws of all jurisdictions, all registrations and applications therefor, any renewals and extensions of the registrations and any corresponding rights that may be secured in any jurisdiction throughout the world, now or hereafter in effect.

2. The Assignor shall on reasonable request by Assignee and at the Assignee's expense do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment; including, without limitation, to prepare or prosecute any application for registration or the renewal of any registration relating to the rights herein; to prosecute or defend any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks or this Assignment; to obtain any additional protection relating to the rights assigned herein; and to perfect this Assignment in any applicable jurisdiction.

3. All rights and privileges, including the right to sue for and receive all damages from past, present or future infringements of the Marks and any income, royalties or payments due or payable as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor, does hereby execute this Assignment.

OWENS-CORNING FIBERGLAS  
TECHNOLOGY INC.

By: *JR Osborn*  
Name: *Jeffrey R. Osborn*  
Title: *Authorized Signatory*

STATE OF *NY*            )  
                                  ) SS.  
COUNTY OF *NY*        )

On this *22<sup>nd</sup>* day of *MAY 2003*, there appeared before me *JEFFREY R. OSBORN*, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of *Authorized Signatory*.

*John P. Bonura*  
Notary Public  
JOHN P. BONURA  
Notary Public, State of New York  
No. 01BO5086261  
Qualified in New York County  
Commission Expires October 6, 2005

**KIRKLAND & ELLIS**  
PARTNERSHIPS INCLUDING PROFESSIONAL CORPORATIONS

Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4675

To Call Writer Directly:  
(212) 446-4727  
hayley\_smith@ny.kirkland.com

(212) 446-4800  
www.kirkland.com

Facsimile:  
(212) 446-4900

June 5, 2003

By Express Mail

Commissioner of Patents  
and Trademarks  
BOX ASSIGNMENT  
Washington, D.C. 20231

Re: Trademark Assignment between Owens-Corning Fiberglas Technology  
Inc. and ALSCO Metals Corporation f/k/a ALSCO Acquisition Corp  
Our ref: 38233-58

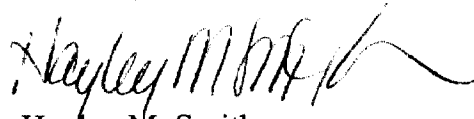
Dear Sir:

Enclosed for recordation is an assignment between the above-identified parties. Also enclosed is a check in the amount of \$440.00 as payment of the required fee and a completed Recordation Cover Sheet.

If the enclosed check is insufficient, the additional fees may be charged to Deposit Account No. 11-1098.

Kindly date stamp the attached postcard to confirm receipt of this package. Please direct all communications in connection with this matter to Michael Flaschen, Esq. of our firm.

Sincerely,



Hayley M. Smith  
Senior Legal Assistant

HMS

Enclosures

cc: Michael Flaschen, Esq.

Chicago

London

Los Angeles

Washington, D.C.

RECORDED: 06/05/2003

TRADEMARK  
REEL: 002749 FRAME: 0183