

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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):

MTH ACQUISITION, L.L.C.,
n/k/a GLASS SERVICES, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Illinois limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 01/02/2004

2. Name and address of receiving party(ies)

Name: GLASS AMERICA, L.L.C.

Internal Address: _____

Street Address: 2215 York Road, Suite 510

City: Oak Brook State: IL Zip: 60523

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Illinois limited liability company

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) 2,489,649

Additional number(s) attached Yes No

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

Name: Paul M. Fullerton

Internal Address: Clingen Callow & McLean, LLC

Street Address: 2100 Manchester Road

Suite 1750

City: Wheaton State: IL Zip: 60187

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Paul M. Fullerton
Name of Person Signing


Signature

January 15, 2004
Date

Total number of pages including cover sheet, attachments, and document: 1

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

CIP \$40.00 2489649

ASSIGNMENT OF SERVICE MARK

WHEREAS, MTH Acquisition, L.L.C., n/k/a Glass Services, L.L.C., a limited liability company organized and existing under the laws of the State of Illinois, having a principal place of business at 2215 York Road, Suite 510, Oak Brook, Illinois 60523 ("ASSIGNOR"), acquired, adopted and used, and thereby owns all rights, title and interests in and to the service mark "GLASS AMERICA" Registration No. 2,489,649 (the "Mark), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, ASSIGNOR desires to assign its entire rights, title and interests in and to the Mark, and the goodwill appurtenant thereto, to Glass America, L.L.C., a limited liability company organized and existing under the laws of the State of Illinois, having a principal place of business at 2215 York Road, Suite 510, Oak Brook, Illinois 60523 ("ASSIGNEE"); and

WHEREAS, ASSIGNEE desires to formalize the above-noted assignment, and more specifically, for ASSIGNOR to execute this instrument of assignment, whereby ASSIGNOR formally assigns its entire rights, title and interests in and to the Mark, and the goodwill appurtenant thereto, to ASSIGNEE effective January 1, 2004.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including without limitation, the right to register the Mark in the United States and all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith, the registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceedings in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark in the United States; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or any other rights or interests therein which are adverse to those of ASSIGNOR, and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark which would be breached or otherwise violated by the foregoing assignment of the Mark. In this connection, ASSIGNOR states that it makes no the representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark, as the case may be, in the United States.

ASSIGNOR further agrees that at the request of ASSIGNEE, and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Mark is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 2nd day of January, 2004.

ASSIGNOR:

MTH ACQUISITION, L.L.C.
n/k/a GLASS SERVICES, L.L.C.,
an Illinois limited liability company

By: BP CAPITAL MANAGEMENT, L.L.C.,
an Illinois limited liability company,
its Manager

By: 
BRIAN T. CLINGEN, Manager