

FORM PTO-1594  
1-31-92

09-22-2003

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Commissioner of Trademarks. Please

102555343

copy thereof.

1. Name of conveying party(ies):

Associated Materials Incorporated

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: June 24, 2002

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

Name: AmerCable Incorporated

Internal Address:

Street Address: El Dorado Industrial Park

350 Bailey Road

City El Dorado State Arkansas ZIP 71730

- Individual(s)
- 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

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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,412,368

2,603,821

Additional numbers attached?  Yes  No

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

Name: Todd E. Albanesi

Internal Address:

Street Address: Crutsinger & Booth

1601 Elm Street, Suite 1950

City Dallas State Texas ZIP 75201-4744

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

03-3840

(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.

Todd E. Albanesi

Name of Person Signing

Signature

August 29, 2003

Date

Total number of pages including cover sheet attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:

09/17/2003 DBYRNE 00000130 2412368

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

Commissioner of Trademarks  
2900 Crystal Drive  
Box Assignments  
Arlington, VA 22202-3513

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is pursuant to that certain Asset Purchase Agreement by and between Associated Materials Incorporated, a Delaware corporation ("Assignor"), and AmerCable Incorporated, a Delaware corporation ("Assignee"), dated June 24, 2002 (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title (to the extent Assignor has such title) and interest in, to and under certain intellectual property assets used exclusively or held for use exclusively in the Business (as defined in the Agreement), including the trademarks, trademark registrations and applications for registration and the domain names set forth on attached **Schedule A** (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks and the goodwill associated with and symbolized by the marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee and its successors and permitted assigns, all of its right, title (to the extent Assignor has such title), and interest in and to the Marks, in the United States and elsewhere, together with the goodwill associated with and symbolized by the Marks, and the right to sue for past infringement.
2. On or after the date hereof and without further consideration, Assignor shall, from time to time at Assignee's request, execute and deliver such further instruments of conveyance, assignment and transfer and shall take, or cause to be taken, such other action as Assignee may reasonably request for the more effective conveyance, assignment and transfer to Assignee of any of the Marks.
3. Assignor hereby agrees and acknowledges that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Agreement, that additional rights and obligations of Assignor and Assignee are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Agreement, as set forth therein. In the event of any conflict between the provisions of the Agreement and this Assignment, the provisions of the Agreement will prevail and control.
4. Nothing in this Assignment, whether express or implied, is intended and shall not be construed to confer any rights or remedies under or by reason of this Assignment on any persons other than Assignee and its respective successors and permitted assigns, nor is anything in this Assignment intended to relieve or discharge the obligation or liability of any third persons to Assignor or Assignee, nor shall any provision contained herein give any third party any right of subrogation or action over or against Assignor or Assignee.
5. This Assignment shall be binding on Assignor and its successors and assigns, and shall accrue to the benefit of Assignee and its successors and permitted assigns. This Assignment may not be assigned by Assignor or Assignee; provided, however, that Assignor hereby consents to the assignment by Assignee of its rights hereunder to its financing sources as security for any borrowings.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the law that might be applied under applicable principles of conflicts of law.

ASSOCIATED MATERIALS INCORPORATED

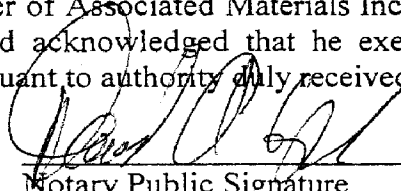
Date: 6/24/02

By: Jay Murray  
Name: DK LaVonway  
Title: VP-CFO

State: OHIO  
County: Summit

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§      SS:  
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On this 24<sup>th</sup> day of June, 2002, the above signed officer of Associated Materials Incorporated, the above named Assignor, personally appeared before me, and acknowledged that he executed the foregoing Trademark Assignment on behalf of said Assignor pursuant to authority duly received.



Notary Public Signature

DAVID A. CAMPBELL, JR. - Attorney At Law  
Notary Public-State of Ohio  
My Commission has no expiration date  
Expires 1-4-06 E.S.

**Schedule A**

**Registered United States Trademarks:**

Trademark	Serial Number	Filing Date	Registration Number	Reg. Date	Status
AMARINE	71/612,106	4/2/51	552,574	12/25/51	Expired
AMERGRAPH	71/612,109	4/2/51	552,576	12/25/51	Registered
AMERGUIDE	72/223,476	7/15/65	808,057	5/10/66	Expired
AMERTEL	71/649,847	7/3/53	594,111	8/24/54	Expired
GEXOL	74/169,925	5/24/91	1,688,866	5/26/92	Registration canceled under section 8.
TIGER	75/858,047	11/24/99	2,412,368	12/12/00	Registered
TIGER	71/680,919	2/1/55	614,300	10/18/55	Expired

**United States Trademark Applications:**

Trademark	Serial Number	Filing Date	Status
AMEREX	73/694,189	11/9/87	Abandoned
AMEREX	73/611,688	7/28/86	Abandoned
AMERGUIDE	74/527,133	5/9/94	Abandoned
GEXOL	76/147,065	10/13/00	Pending

**Registered Foreign Trademarks:**

Trademark	Country	Serial Number	Filing Date	Registration Number	Reg. Date	Status
TIGER	China	1000066776	5/18/00	163230	9/7/01	Registered

**Foreign Trademark Applications:**

Trademark	Country	Serial Number	Filing Date	Registration Number	Reg. Date	Status
TIGER	Brazil	822747090	5/23/00	N/A	N/A	Pending
TIGER	Canada	1060269	5/21/00	NA	N/A	Pending
TIGER	Chile	487132	5/22/00	N/A	N/A	Abandoned
TIGER	Columbia	00038300	5/24/00	N/A	N/A	Abandoned
TIGER	India	926752	11/24/99	N/A	N/A	Pending

Trademark	Country	Serial Number	Filing Date	Registration Number	Reg. Date	Status
TIGER	Mexico	427048	5/24/00	N/A	N/A	Pending
TIGER	Peru	106513	5/18/00	N/A	N/A	Abandoned

**Common Law Trademarks:**

CRANEMAX

TOP FLEX

**Domain Names:**

www.amercable.com

www.offmarcab.com

D-1029556.4