

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Copyright 1994-97 LegalStar
TMDS/REV03

RECORDATION FORM COVER SHEET

Docket No.:
042N-105332; 042N-105331

TRADEMARKS ONLY

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Apogee Enterprises, Inc.

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

Additional names(s) of conveying party(ies) Yes No

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

Name: J. Baxter Brinkmann International Corp.
Internal Address: _____
Street Address: 4215 McEwen Rd.
City: Dallas State: TX ZIP: 75244

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Record of Transfer of Title

Execution Date: December 12, 2002

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

2,140,147
2,179,141

Yes No

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

Name: Janene P. Bassett, Esquire
Internal Address: Sheppard, Mullin, Richter & Hampton

Street Address: 333 So. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 2

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

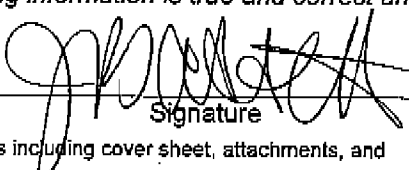
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-1853

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.

Janene P. Bassett
Name of Person Signing


Signature

August 2, 2004
Date

Total number of pages including cover sheet, attachments, and 3

CH \$65.00 191853 2140147

Record of Transfer of Title

Pursuant to UCC Article 9, Section 619 (Transfer of Record or Legal Title), this record (the "Record") hereby authenticates the sale (the "Sale") at auction (the "Auction") to J. Baxter Brinkmann International Corporation (the "Transferee") of all right, title and interest of Apogee Enterprises, Inc. aka Apogee Industries (the "Debtor") in and to United States Patent No. 5,803,019 and Registered Trademarks No. 2,140,147 and No. 2,179,141, as well as the other assets relating to the Debtor's Reptarium business listed on the attached Exhibit A (collectively, the "Collateral") pursuant to a bill of sale (the "Bill of Sale") dated December 12, 2002, attached hereto as Exhibit B. Transferee acknowledges receipt of the Bill of Sale and the Collateral on December 12, 2002 and KeyBank acknowledges receipt of the price paid by Transferee as the successful bidder at the Auction.

KeyBank, N.A. (the "Secured Party") hereby states:

- 1) The Debtor has defaulted in connection with an obligation secured by the Collateral;
- 2) In conducting sale of the Collateral at Auction, the Secured Party has validly exercised its post-default remedies with respect to the Collateral, pursuant to the provisions of RCW 62A.9-610 and RCW 62A.9-617;

3) By reason of this disposition, and as between Secured Party and the Transferee, the Transferee has acquired the Debtor's full right, title and interest in and to the Collateral throughout the world, including foreign patent priority rights, the right to file and prosecute patent applications in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by the Transferee for its own use and benefit, and for its legal representatives, successors and assigns, to the full end of the term for which letters patent may be granted in and to the Collateral in this or any foreign country, as fully and entirely as the Collateral would have been held by the Debtor had this sale not been made, **provided that Transferee acknowledges a) there is no warranty of any kind relating to title, possession, quiet enjoyment, or the like in this disposition of the Collateral and other property of the Debtor purchased at the Sale; b) Transferee has conducted its own independent due diligence relating to the Collateral and all other property of Debtor purchased at the Sale; and, c) Transferee has purchased the Collateral and all other property of Debtor as is, where is and without warranties of any kind.**

- 4) The names and addresses of the Secured Party, Debtor and Transferee are as follows:

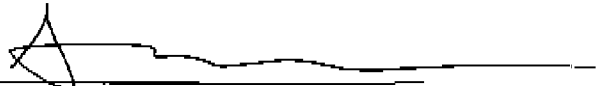
a) Secured Party: KeyBank, N.A.
Attn: Stephen M. Barkley SVP
601 - 108th Avenue N.E., Third Floor
Mailcode WA-31-18-0311
Bellevue, WA 98009-9027

b) Debtor: Apogee Enterprises, Inc.
 Attn: Eric Heilborn
 177 Telegraph Road, Ste. 584
 Bellingham, WA 98226

c) Transferee: J. Baxter Brinkmann International Corporation
 Attn: J. Baxter Brinkmann
 4215 McEwen Road
 Dallas, Texas 75244

Acknowledged and Agreed: _____

KEYBANK, N.A.

By 
 Name: Stephen W. Barkley
 Title: Senior Vice President