

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JELD-WEN, INC.		08/19/2004	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	SEARS BRANDS, LLC
Street Address:	3333 Beverly Road
Internal Address:	B6-237A
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1347895	WEATHERBEATER

CORRESPONDENCE DATA	
Fax Number:	(847)286-3379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	847-286-9041
Email:	TRADEMRK@SEARS.COM
Correspondent Name:	Amanda Pecchioni Thompson
Address Line 1:	3333 Beverly Road
Address Line 2:	B6-235A
Address Line 4:	Hoffman Estates, ILLINOIS 60179

ATTORNEY DOCKET NUMBER:	2004-000202
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NAME OF SUBMITTER:	AMANDA PECCHIONI THOMPSON
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Trademark Assignment

This Trademark Assignment ("Trademark Assignment") is made effective and entered into as of this 19th day of AUGUST, 2004 ("Effective Date"), by and between JELD-WEN, inc., an Oregon corporation, having a place of business located at P.O. Box 1329, Klamath Falls, OR 97601-0268 ("JELD-WEN") and Sears Brands, LLC, an Illinois limited liability company, having an address at 3333 Beverly Road, Hoffman Estates, Illinois 60179 ("Sears Brands"). JELD-WEN and Sears Brands hereinafter may be referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Since at least as early as September 30, 1976, JELD-WEN or its predecessor in interest has used the trademark WEATHERBEATER (the "Mark") for wooden doors and JELD-WEN is the owner of U.S. Trademark Registration No. 1,347,895 issued July 9, 1985 for the mark WEATHERBEATER for "wooden doors" in International Class 19 (the "Registration").

B. JELD-WEN and Sears Brands' Related Party, Sears Intellectual Property Management Company, have entered into a Settlement Agreement executed and delivered concurrently herewith, pursuant to which JELD-WEN agrees to transfer to Sears Brands all of JELD-WEN's right, title and interest in and to the Registration and the Mark, and all goodwill associated therewith, and to which this Trademark Assignment is an attached Exhibit (the "Agreement").

C. Capitalized terms that are used in this Trademark Assignment without separate definition shall have the meanings specified in the Agreement.

NOW THEREFORE, in consideration the foregoing Recitals, which are incorporated by reference into this Trademark Assignment, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, which are incorporated herein by this reference, the parties agree as follows:

ASSIGNMENT

1. JELD-WEN hereby assigns, conveys, transfers, and delivers to Sears Brands all of its right, title and interest in and to the Registration and Mark together with all of the goodwill associated with and identified thereby, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Sears Brands, for its own use, and for the use of its Related Parties and/or other successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by JELD-WEN had this Trademark Assignment not been made.

2. JELD-WEN agrees that the Assets as defined herein include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Registration or Mark, including without limitation, the right to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Registration or Mark, and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Trademark Assignment.

3. Nothing in this Trademark Assignment shall be deemed to limit, expand or otherwise modify any representation, warranty or covenant set forth in the Agreement.

4. This Trademark Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Trademark Assignment may be executed by facsimile signatures, each of which shall constitute an original signature. The person signing below on

behalf of JELD-WEN represents, warrants and covenants that he/she has the authority to execute this Trademark Assignment on behalf of JELD-WEN and has full legal power and authority to enter into and perform this Trademark Assignment in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the Effective Date set forth above.

JELD-WEN, inc.
By: [Signature]
Name: JULIE A. GILMAN
Title: SENIOR CORPORATE COUNSEL

State of OREGON)
County of KLAMATH) ss.

The foregoing Trademark Assignment was subscribed and sworn to before me this 19th day of AUGUST, 2004, by JULIE A. GILMAN as SR. CORP. COUNSEL of JELD-WEN, inc.

Witness my hand and official seal.

My commission expires: 2-25-08
Pamela S. Meidinger
Notary Public for Oregon



Accepted and Agreed To:

Sears Brands, LLC
By: [Signature]
Name: Rebecca B. Lederhause
Title: Assistant Secretary
Date: August 25, 2004