

FORM PTO-1594 (Mod/fgg)

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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## RECORDATION FORM COVER SHEET

Docket No.:

## TRADEMARKS / SERVICE MARKS ONLY

042N-105073; 105076; 105078

105079; 105080; 105081

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Record of Transfer of Title

Execution Date: 12/12/2002

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

Name: J. Baxter Brinkmann International Corporation

Internal Address: \_\_\_\_\_

Street Address: 4215 McEwen RoadCity: 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

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

## A. Trademark / Service Mark Application No.(s)

## B. Trademark / Service Mark Registration No.(s)

2,069,455 2,059,899

2,075,479 1,784,159

1,632,382 2,019,628

Additional numbers

☐ Yes ☒ No

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

Name: Janene P. BassettInternal Address: Sheppard, Mullin, Richter, &Hampton LLPStreet Address: 333 South Hope St., 48th Fl.City: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 67. Total fee (37 CFR 3.41): \$ \$165.00☐ 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

09/08/2004

Date

Total number of pages including cover sheet, attachments, and 4

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

Mail Stop Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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### 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 Brinkman International Corporation (the "Transferee") of all right, title and interest of Apogee Enterprises, Inc. aka Apogee Industries (the "Debtor") in and to the following issued patents and registered trademarks:

| <u>U.S. Patent No.</u>    | <u>Issued</u>  | <u>Title</u>        |
|---------------------------|----------------|---------------------|
| 5,588,393                 | 9/8/1998       | Collapsible Pet Bed |
| 5,826,537                 | 12/31/1996     | Collapsible Pet Bed |
| <u>U.S. Trademark No.</u> | <u>Mark</u>    |                     |
| 2,069,455                 | Cascade Fleece |                     |
| 2,075,479                 | Cascade Quilt  |                     |
| 1,887,930                 | Cedar Dreams   |                     |
| 1,632,382                 | Cedarsack      |                     |
| 1,981,657                 | Lead Dog       |                     |
| 2,059,899                 | Nuzzler        |                     |
| 1,784,159                 | Pooch Pillow   |                     |
| 2,120,371                 | Purrsack       |                     |
| 2,019,628                 | Sherps         |                     |

as well as the other assets relating to the Debtor's pet bed 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, Sr.  
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 M. Barkley  
Title: Senior Vice President