

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Republic Windows & Doors, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) December 24, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Gutter Monster, LLC

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

Street Address: 930 West Evergreen

City: Chicago

State: IL

Country: United States Zip: 60622-2437

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Corporation Limited Liability Citizenship Illinois

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

78/457830; 78/457834; 78/457842  
78/457848

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg LLP

Street Address: Two North LaSalle St.

City: Chicago

State: IL Zip: 60602-3801

Phone Number: 312-269-8000

Fax Number: 312-269-1744

Email Address: nwalker@ngelaw.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 502261

Authorized User Name Nicole Walker

**9. Signature:**

  
Signature  
Nicole M. Walker

January 4, 2005

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 502261 78457830

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Republic Windows & Doors, Inc., a corporation organized and existing under the laws of the State of Illinois having its principal place of business at 930 West Evergreen, Chicago, Illinois 60622-2437, U.S.A. ("ASSIGNOR"), owns, all right, title, and interest in and to the trademark applications identified in Exhibit A, which is attached hereto, along with any goodwill that is associated therewith (the "Applications"); and

WHEREAS, ASSIGNOR has agreed to assign to Gutter Monster, LLC, a limited liability corporation organized and existing under the laws of the State of Illinois having its principal place of business at 930 West Evergreen, Chicago, Illinois 60622-2437, U.S.A. ("ASSIGNEE"), or its designee, its entire right, title, and interest in and to the Applications; and

WHEREAS, in order to effectuate assignment of its entire right, title and interest in and to the Applications, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire right, title, and interest in and to the Applications identified in Exhibit A.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States and countries that are foreign to the United States, so as to establish ASSIGNEE as owner of record of the Applications or subsequent applications that are based thereon.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE (other than reimbursement of out-of-pocket expenses which are reasonably incurred): (i) to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in ASSIGNOR's possession or under its control that may be reasonably required to carry out the terms and intent of this Agreement; and (ii) to fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment in the United States and countries that are foreign to the United States, so that ASSIGNEE's ownership of the Applications is duly made of record.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

REPUBLIC WINDOWS & DOORS, INC. ("ASSIGNOR")

Dated: December 24, 2004

By: 

Name: RONALD SPITZMAN

Title: PRES.

EXHIBIT A

<b>Mark</b>	<b>Filing Date</b>	<b>Serial No./ Reg. No.</b>
GUTTER MONSTER	7/28/2004	78/457830
MONSTER CLAW	7/28/2004	78/457834
MONSTER GRIP	7/28/2004	78/457842
G and Design	7/28/2004	78/457848

NGEDOCs: 1107978.2