

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunrise Windows Ltd.		03/24/2005	Limited liability company: OHIO

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sunrise Windows, LLC
<b>Street Address:</b>	200 Enterprise Drive
<b>City:</b>	Temperance
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48182
<b>Entity Type:</b>	Limited liability company: DELAWARE

<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78430032	RESTORATIONS BY SUNRISE
Serial Number:	78445395	SMARTTRIM
Registration Number:	1961094	SUNRISE
Serial Number:	78430051	SUNSAFE
Serial Number:	78430068	ULTRA-U
Serial Number:	78430060	ULTRACORE
Registration Number:	1968408	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7806
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
<b>Phone:</b>	312-863-7198
<b>Email:</b>	nancy.brougher@goldbergkohn.com
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn
<b>Address Line 1:</b>	55 East Monroe Street
<b>Address Line 2:</b>	Suite 3700

**OP \$190.00 78430032**

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

04/04/2005

Total Attachments: 5

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## PATENT AND TRADEMARK ASSIGNMENT

**THIS PATENT AND TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of March 24, 2005 (the "Effective Date") by and between Sunrise Windows, Ltd. (the "Assignor"), an Ohio limited liability corporation, and Sunrise Windows, LLC, a Delaware limited liability company (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution Agreement dated as of March 24, 2005 (the "Agreement") pursuant to which the Assignor agreed to contribute and deliver to the Assignee all of its right, title and interest in and to each and all of its assets and property (real, personal, tangible, intangible or otherwise);

**WHEREAS**, in connection with the Agreement, Assignor desires to assign, and Assignee desires to obtain, all right, title and interest in and to the patents, trademark registrations and applications for trademark registration set forth on Schedule A; and

**WHEREAS**, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

**NOW, THEREFORE**, for such good and valuable consideration set forth in the Assignment, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in, to and under the following:
  - (a) the trademark registrations and applications for trademark registration set forth on Schedule A, together with all renewals thereof and all goodwill associated therewith;
  - (b) the patents set forth on Schedule A, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; and
  - (c) all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the foregoing; and
  - (d) all claims for damages by reason of past, current or future infringement, misappropriation or other unauthorized use of the foregoing, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Further Assurances. Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same agreement.

\* \* \* \* \*

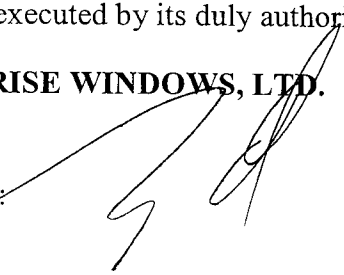
**IN WITNESS WHEREOF**, Sunrise Windows Ltd. has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

**SUNRISE WINDOWS, LTD.**

By:

Name:

Title:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over the signature lines.

Schedule A

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	STATUS	APP/REG. NO	APP/REG DATE	GOODS/ SERVICES
RESTORATIONS BY SUNRISE	Pending ITU	78/430032	06/04/04	(Int. Cl. 19) a line or series of high end vinyl windows
SMARTTRIM	Pending	78/445395	07/02/04	(Int. Cl. 19) trim pieces for interior finishing around a window or door
SUNRISE	Registered	1961094	03/05/96	(Int. Cl. 19) Windows
SUNSAFE	Pending ITU	78/430051	06/04/04	(Int. Cl. 19) window glass as a component of a window or a door
ULTRA-U	Pending ITU	78/430068	06/04/04	(Int. Cl. 19) window glass as a component of a window or a door
ULTRACORE	Pending ITU	78430060	06/16/04	(Int. Cl. 19) insulated door and window frames as components of doors and windows
DESIGN ONLY (Sun/Window Design)	Registered	1968408	04/16/96	(Int. Cl. 19) Non-metal windows

MARK	STATUS	APP/REG. NO	APP/REG DATE	GOODS/ SERVICES
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**PATENT**

Patent No.	Title	App/Reg. Date
D372314	Vinyl window frame exterior	06/06/1995