

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globe Amerada Glass Company		05/25/2000	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	G.A.A.G., L.L.C.
Street Address:	616 Selfield Road
City:	Selma
State/Country:	ALABAMA
Postal Code:	36703
Entity Type:	Limited Liability Company: ALABAMA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	786252	ACOUSTA-PANE
Registration Number:	1119194	CHEMTEM
Registration Number:	1258490	CHEMTEM
Registration Number:	1256790	SECUR-TEM
Registration Number:	1375746	QWS
Registration Number:	1641735	INFERNO-LITE
Registration Number:	819745	FROST-LITE
Registration Number:	1318152	FADE-SAFE
Registration Number:	1256791	CRG
Registration Number:	927657	SECUR-LITE
Registration Number:	1581531	SECUR-LITE 4X
Registration Number:	1654908	SECUR-LITE 3X
Registration Number:	1654909	SECUR-LITE 5X
Registration Number:	1492256	SECUR-TEM+POLY

CH \$515.00 786252

Registration Number:	1303727	SKY-SLOPE
Registration Number:	786643	TWI LITE
Registration Number:	2254227	WIND-PANE
Registration Number:	1508146	
Registration Number:	1304450	SINGLE RESPONSIBILITY
Registration Number:	1637147	SINGLE RESPONSIBILITY

CORRESPONDENCE DATA

Fax Number: (412)209-0672
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-297-4900
Email: iptrademark@cohenlaw.com
Correspondent Name: Frederick L. Tolhurst
Address Line 1: 11 Stanwix Street
Address Line 2: 15th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Frederick L. Tolhurst
Signature:	/Frederick L. Tolhurst/
Date:	05/20/2005

Total Attachments: 7
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, (the "Agreement") is entered into and effective as of May 25, 2000, by and among G.A.A.G., L.L.C., an Alabama Limited Liability Company, (hereinafter, the "Purchaser") and Globe Amerada Glass Co., an Illinois Corporation (hereinafter the "Seller"), and Assurance Glass Co. of Alabama, an Alabama Corporation and wholly-owned subsidiary of the Seller (hereinafter "Assurance Glass").

WITNESSETH:

WHEREAS, on the terms and subject to the conditions hereinafter set forth, the Purchaser wishes to purchase from the Seller and the Seller wishes to sell, assign, and transfer to the Purchaser, the assets identified in Article II herein (the "Assets"); and,

WHEREAS, the Seller agrees to be bound by a covenant not to compete as provided for herein.

WHEREAS, the Assets are located on the Real Estate which is defined herein and which is being sold by Assurance Glass to Yeltrah Alabama, L.L.P., an Alabama Limited Liability Partnership concurrently with this Agreement.

NOW, THEREFORE, in consideration of these premises and of the respective covenants, agreements, representations, warranties, and indemnities of the parties herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the Purchaser and the Seller hereby agree as follows, intending to be legally bound hereby.

ARTICLE I Definitions

Section 1.3. Schedules and Exhibits.

The Schedules and Exhibits attached hereto form part of this Agreement.

ARTICLE II
Purchase and Sale of Assets

Section 2.1. Asset Purchase.

Subject to the terms and conditions hereof, the Seller shall sell, assign, and transfer to the Purchaser and the Purchaser shall purchase from the Seller, effective as of the Effective Date, the Seller's interest in the Assets as defined in this Article II, free and clear of all Liens or encumbrances or security interests, and other Permitted Encumbrances as listed on Schedule 2.1. The Assets shall include, without limitation, the following, provided that the Assets shall not include any of the excluded assets:

(e) Intellectual Property.

Only architectural laminated glass, security laminated glass and transportation laminated glass trademarks and other product related service marks, logos, brand names, part number sequencing, model numbers, trade names assigned to Purchaser and not licensed as a Variant (including the goodwill of Seller in each of them), copyrights, computer programs, and related source code, licenses and agreements, software licenses, trade secrets, proprietary manufacturing information and know-how, commercial and technical information, instruction manuals, blueprints, drawings and designs, formulae, processes and technology that are owned by the Seller or in which the Seller has an interest and that relate to the Business (the "Intellectual Property") including, but not limited to those described in Schedule 2.1(e-1), but excepting the specific rights reserved by Seller as set forth and described in Schedule 2.1(e-2).

Seller warrants that it has no unexpired patents related to architectural laminated glass, security laminated glass and transportation laminated glass in the Territory (except for the mirror patent listed in Schedule 2.1(e-2)). Purchaser shall have a right of first refusal, for twenty (20) days from its receipt of each notice of the possible licensing to a proposed licensee ("Licensee") under the patent and/or trademarks on the same terms and conditions, offered to Licensee. Shareholders of Seller (the "Shareholders") own the patent related to Tru-Image and Tru-Image Duo/2 (the "Patent"). The Shareholders agree, by execution hereof, which execution shall be for purposes of being bound to this paragraph only, that at such time, if ever, as the Shareholders shall grant a License, that the Shareholders shall also offer Purchaser, by written notice delivered to Purchaser (the "License Notice"), an option for a non-exclusive license for such use in the same geographical area granted to the Licensee with the same terms and conditions as shall be offered to the Licensee. If Purchaser does not agree to the terms and conditions offered to Licensee within twenty (20) days after receipt of the License Notice, then the option granted to Purchaser pursuant hereto shall be

deemed to have been waived by Purchaser.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the parties.

G.A.A.G., L.L.C.

By: _____

Name: _____

Title: _____

GLOBE AMERADA GLASS CO.

By: John Kellman

Name: John Kellman

Title: President

ASSURANCE GLASS CO. OF ALABAMA

By: John Kellman

Name: John Kellman

Title: President

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the parties.

YELTRAH ALABAMA, L.L.P.

By: D Michael Hentley
Name: D MICHAEL HENTLEY
Title: MANAGING PARTNER

GLOBE AMERADA GLASS CO.

By: _____
Name: _____
Title: _____

ASSURANCE GLASS CO. OF ALABAMA

By: _____
Name: _____
Title: _____

TRADEMARKS ASSIGNED

MARK	REGISTRATION/SERIAL #	COUNTRY
ACOUSTA-PANE	786,252	USA
CHEMTEM	1,119,194	USA
CHEMTEM	1,258,490	USA
SECUR-TEM	1,256,790	USA
QWS	1,375,746	USA
INFERNO-LITE	1,641,735	USA
FROST-LITE	819,745	USA
FADE-SAFE	1,318,152	USA
CRG	1,256,791	USA
SECUR-LITE	927,657	USA
SECUR-LITE 4X	1,581,531	USA
SECUR-LITE 3X	1,654,908	USA
SECUR-LITE 5X	1,654,909	USA
SECUR-TEM + POLY	1,492,256	USA
SKY-SLOPE	1,303,727	USA
TWT LITE	786,643	USA
WIND-PANE	2,254,227	USA
BIRD DESIGN	1,508,146	USA
TOUGH STUFF	75/490,736*	USA
SINGLE RESPONSIBILITY	1,304,450	USA
SINGLE RESPONSIBILITY	1,637,147	USA
CHEMTEM	358,150	Switzerland
SECUR-TEM	145,225	Canada
SECURE-TEM + POLY	372,246	Canada

10/7/05
JK

* abandoned due to a loss in mail to prior counsel; successor application is filed 5-17-00.