

01-24-2005

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Floral Glass & Mirror, Inc. (NY Corp.)
Floral Glass Industries, Inc. (CT Corp.)
Floral Glass Industries, Inc. (NJ Corp.)

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: OldCastle Glass, Inc.

Internal _____

Address: _____

Street Address: 2425 Olympic Blvd. Suite 525 East

City: Santa Monica State: CA Zip: 90404

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

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 07/30/2004

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

A. Trademark Application No.(s)

75/044, 281

B. Trademark Registration No.(s)

1,006,377, 1,511,789 1,066,237

Additional number(s) attached Yes No

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

Name: Ida Magin

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Ida Magin

Name of Person Signing

Signature

01/20/2005

Date

6

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

01/25/2005 DBYRNE

00000049 75044281

01 FC:8521
02 FC:8522

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003104 FRAME: 0791

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment Agreement") is made on July 30, 2004 by and between Oldcastle Glass, Inc., a Delaware corporation (the "Assignee"), on the one hand, and Floral Glass & Mirror, Inc., a New York corporation, Floral Glass Industries, Inc., a Connecticut corporation, and Floral Glass Industries, Inc., a New Jersey corporation (collectively, the "Assignors"), on the other hand.

RECITALS

A. The Assignors and the Assignee, among others, have entered into an Asset Purchase Agreement dated as of July 30, 2004 (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignors desire to sell, transfer, assign, convey and deliver to the Assignee all of the Assignors' right, title, and interest in and to all of the Intangible Personal Property (including all goodwill associated therewith) issued to Assignors or applied for, owned or used by Assignors in the Business (the "Transferred Intellectual Property"), including, without limitation, the name "Floral Glass" and the registered trademarks set forth on Exhibit A hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Assignors do hereby sell, transfer, assign, convey and deliver to the Assignee all of the Assignors' right, title, and interest in and to the Transferred Intellectual Property, together with the goodwill of the Business pertaining thereto, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this IP Assignment Agreement and sale had not been made, together with all claims for damages by reason of past, present and future infringements of the Transferred Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of the Assignee and the Assignee's successors, assigns and other legal representatives.

2. The Assignors agree to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Transferred Intellectual Property, and shall not enter into any agreement in conflict with this IP Assignment Agreement.

3. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other

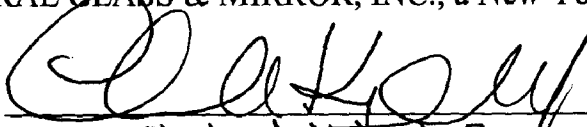
evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

FLORAL GLASS & MIRROR, INC., a New York corporation

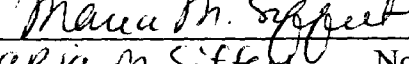
By: 
Name: Charles A. Kaplanek, Jr.
Title: President

Acknowledgement by Notary Public

State of New York

County of Nassau

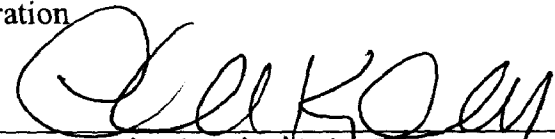
On this 29th day of July 2004, before me, the undersigned Notary Public, personally appeared Charles Kaplanek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal: Signature: 
Name: Maria M. Siffert, Notary Public

MARIA M. SIFFERT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SI4907107
Qualified in Suffolk County
Commission Expires September 28, 2005

ASSIGNOR:

FLORAL GLASS INDUSTRIES, INC., a New Jersey corporation

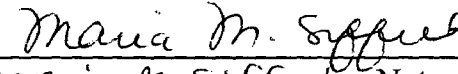
By: 
Name: Charles A. Kaplanek, Jr.
Title: President

Acknowledgement by Notary Public

State of New York

County of Nassau

On this 29th day of July 2004, before me, the undersigned Notary Public, personally appeared Charles Kaplanek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

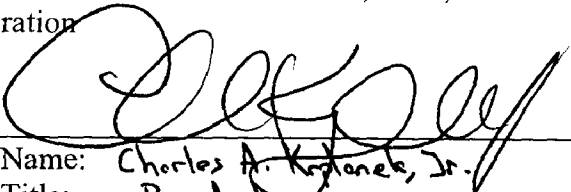
Seal: Signature: 
Name: Maria M. Siffert, Notary Public

MARIA M. SIFFERT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SI4907107
Qualified in Suffolk County
Commission Expires September 28, 2005

Signature Page to Intellectual Property Assignment Agreement

ASSIGNOR:

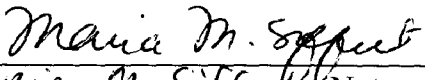
FLORAL GLASS INDUSTRIES, INC., a Connecticut corporation

By: 
Name: Charles A. Kaplanek, Jr.
Title: President

Acknowledgement by Notary Public

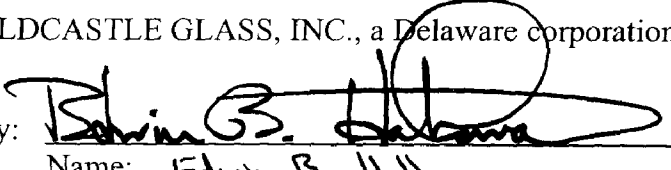
State of New York
County of Nassau

On this 29th day of July 2004, before me, the undersigned Notary Public, personally appeared Charles Kaplanek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal: Signature: 
Name: Maria M. Siffert, Notary Public
MARIA M. SIFFERT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SI4907107
Qualified in Suffolk County
Commission Expires September 28, 2005

ASSIGNEE:

OLDCASTLE GLASS, INC., a Delaware corporation

By: 
Name: Edwin B. Hathaway
Title: Chief Executive Officer

Acknowledgement by Notary Public

State of New York
County of Nassau

On this 29th day of July 2004, before me, the undersigned Notary Public, personally appeared Edwin B. Hathaway personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

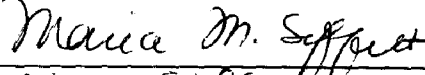
Seal: Signature: 
Name: Maria M. Siffert, Notary Public
MARIA M. SIFFERT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SI4907107
Qualified in Suffolk County
Commission Expires September 28, 2005

EXHIBIT A

Registered Trademarks

Insula™ Insulating Glass	# 1,006,377
Multiply Laminated Glass™	751044,281
Templus™ Tempered Glass	# 1,511,789
Mirrora™ (not currently in use)	# 1,066,237