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TRADEMARK ASSIGNMENT

02-02-2005

Electronic Version v1.1

Stylesheet Version v1.1

12/14/2004

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hurd Millwork Company, Inc.		12/03/2004	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Hurd Windows & Doors, Inc.		
Street Address:	2890 R Avenue		
City:	Adel		
State/Country:	IOWA		
Postal Code:	50010		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2068703	HURD	
Registration Number:	2305093	HURD WINDOWS	
Registration Number:	1895872	WHEN YOU'RE SERIOUS ABOUT WINDOWS	
Serial Number:	76527865	HURD PERFORMANCEWOOD	
Serial Number:	76595906	HURD FEELSAFE	
CORRESPONDENCE DATA			
Fax Number:	(515)283-3108		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	515-283-3120		
Email:	nwestin@nyemaster.com		
Correspondent Name:	Neal K. Westin		
Address Line 1:	700 Walnut Street, Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Neal K. Westin		
Total Attachments: 1 source=Trademark Assignment#page1.tif			

OP \$140.00 2068703

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** ("Assignment"), dated as of December 3, 2004 (the "Effective Date"), is made by and between Hurd Millwork Company, Inc., a Wisconsin corporation with an office at 575 South Whelen Avenue, Medford, Wisconsin ("Assignor"), and Hurd Windows & Doors, Inc. (formerly Monarch Hurd Acquisition Company), an Iowa corporation with a mailing address of P.O. Box 758, Waukegan, Iowa 50263 ("Assignee").

**WHEREAS**, Assignor has registered, or filed a trademark application for registration of, each trademark identified on Schedule A (collectively, the "Trademarks");

**WHEREAS**, Assignor, Assignee and the other parties named therein have entered into that certain Asset Purchase Agreement dated as of November 19, 2004 (the "Asset Purchase Agreement"); and

**WHEREAS**, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, and any other applicable governmental authority, to record Assignee as the assignee and owner of the Trademarks.

**Section 2.** Assignor makes no representation or warranty, whether express or implied, in this Assignment with respect to Trademarks and hereby disclaims all representations and warranties concerning the Trademarks. Nothing contained in this Section 2 shall limit any representation or warranty contained in the Agreement or any Transaction Document other than this Assignment.

**Section 3.** This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws

**Section 4.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

NY12528:209332.3

TRADEMARK  
REEL: 003113 FRAME: 0283

**IN WITNESS WHEREOF**, this Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.

**HURD MILLWORK COMPANY, INC.**

By Joseph F. Arrigo  
Name: Joseph F. Arrigo  
Title: Executive Vice President

**HURD WINDOWS & DOORS, INC.**

By \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, this Assignment has been duly executed and delivered by Assignor and Assignee as of the date first above written.


**HURD MILLWORK COMPANY, INC.**

By \_\_\_\_\_

Name: Joseph F. Arrigo  
Title: Executive Vice President

**HURD WINDOWS & DOORS, INC.**

By \_\_\_\_\_

  
Name: David S. Mulcahy  
Title: Chairman of the Board

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York <sup>SS.:</sup>

On this 1<sup>st</sup> day of December 2007 before me personally came Joseph F Arrigo, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Vice President of Hurd Millwork Company, Inc., a Wisconsin corporation, and that he executed the foregoing instrument in the firm name of Hurd Millwork Company, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Thomas W Mellars  
Notary Public - State of New York

Printed Name THOMAS W. MELLARS  
Notary Public, State of New York  
No. 387434

Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires 7/3/05

My Commission Expires:  
\_\_\_\_\_

Schedule A: Trademarks and Service Marks

Mark	Country of Registration / Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
HURD	United States	2,068,703	06/10/1997	Registered	Hurd Millwork Company, Inc.
HURD & DESIGN	Mexico	416703	06/22/1992	Registered	Hurd Millwork Company, Inc.
HURD WINDOWS & DESIGN	United States	2,305,093	01/04/2000	Registered	Hurd Millwork Company, Inc.
HURD PERFORMANCEWOOD	United States	(76/527,865)	(06/26/2003)	Pending	Hurd Millwork Company, Inc.
HURD FEELSAFE	United States	(76/595,906)	(06/04/2004)	Pending	Hurd Millwork Company, Inc.
BUFFALO DESIGN	Argentina	1740609	06/18/1999	Unknown	Hurd Millwork Company, Inc.
BUFFALO DESIGN	Brazil	(820823961)	(06/04/1998)	Unknown	Hurd Millwork Company, Inc.
BUFFALO DESIGN	Chile	528925	12/01/1998	Unknown	Hurd Millwork Company, Inc.
BUFFALO DESIGN	Paraguay	211804	03/16/1999	Unknown	Hurd Millwork Company, Inc.
BUFFALO DESIGN	Uruguay	302454	10/15/1998	Unknown	Hurd Millwork Company, Inc.
HURD	Argentina	1723756	03/02/1999	Unknown	Hurd Millwork Company, Inc.

NY12528:209332.3

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
HURD	Brazil	820823929	(06/04/1998)	Unknown	Hurd Millwork Company, Inc.
HURD	Chile	532286	01/15/1999	Unknown	Hurd Millwork Company
HURD	China	1063332	07/28/1997	Unknown	Hurd Millwork Company, Inc.
HURD	European Union (CT)	644146	08/09/1999	Registered	Hurd Millwork Company, Inc.
HURD	Malaysia	9604034	(04/17/1996)	Unknown	Hurd Millwork Company
HURD	Paraguay	211803	03/16/1999	Unknown	Hurd Millwork Company, Inc.
HURD	Uruguay	302455	10/16/1998	Unknown	Hurd Millwork Company, Inc.
HURD WOOD WINDOW & DESIGN	Argentina	(2025466)	(03/13/1996)	Unknown	Hurd Millwork Company, Inc.
HURD WOOD WINDOWS & DESIGN	China	1074308	07/14/1997	Unknown	Hurd Millwork Company, Inc.
HURD WOOD WINDOWS & DESIGN	Malaysia	96004035	04/18/2000	Unknown	Hurd Millwork Company, Inc.
HURD WOOD WINDOWS & DESIGN	United States	2,056,907	04/29/1997	Cancelled 01/31/2004	Hurd Millwork Company, Inc.

NY12528:209332.3



Mark	Country of Registration / Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
IN-SOL EDGE	United States	1,787,504	08/10/1993	Cancelled 05/15/2004	Hurd Millwork Company, Inc.
INSOL-8	United States	1,640,504	04/09/1991	Registered	Hurd Millwork Company, Inc.
MONUMENT	Argentina	(2140640)	(03/26/1998)	Unknown	Hurd Millwork Company, Inc.
MONUMENT	Brazil	(820823937)	(06/04/1998)	Unknown	Hurd Millwork Company, Inc.
MONUMENT	Chile	(410508)	(04/02/1998)	Unknown	Hurd Millwork Company, Inc.
MONUMENT	Paraguay	02/22/1999	02/22/1999	Unknown	Hurd Millwork Company, Inc.
MONUMENT	Uruguay	(302456)	(03/26/1998)	Unknown	Hurd Millwork Company, Inc.
WHEN YOU'RE SERIOUS ABOUT WINDOWS	United States	1,895,872	05/30/1995	Registered	Hurd Millwork Company, Inc.
WHEN YOU'RE SERIOUS ABOUT WOOD WINDOWS	United States	(74/216,268)	10/25/1991	Abandoned 2/15/1994	Hurd Millwork Company, Inc.

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EXECUTION COPY

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Correspondent Name:	Neal K. Westin		
Address Line 1:	700 Walnut Street, Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Neal K. Westin		
Total Attachments: 1 source=Trademark Assignment#page1.tif			

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