# OP \$65.00 26168

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/01/2005

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madden Manufacturing, Co.		07/01/2005	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	American Builders & Contractors Supply Co., Inc.
Street Address:	One ABC Parkway
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2616817	
Registration Number:	2828836	

### **CORRESPONDENCE DATA**

Fax Number: (256)539-6024

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 256-539-6000

Email: tburkett@leo-law.com

Correspondent Name: Todd Burkett
Address Line 1: 200 Randolph Ave

Address Line 2: Ste 200

Address Line 4: Huntsville, ALABAMA 35801

NAME OF SUBMITTER:	Shannon Walsh
Signature:	/shannon walsh/
	TRADEMARK

TRADEMARK REEL: 003116 FRAME: 0698

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Date:	07/06/2005
Total Attachments: 3	ade Mark#page1 tif

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### ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 30th day of June, 2005, by MADDEN MANUFACTURING, CO., a Florida corporation ("Assignor"), to AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., a Delaware corporation with its principal place of business at One ABC Parkway, Beloit, WI 53511 ("Assignee").

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of June 30, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

The transfers to Assignee set forth herein shall be deemed to have occurred at 12:01 a.m. on July 1, 2005.

[Signatures on following page]

TRADEMARK
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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

By What Villand	÷	
Name: Machael WADDEN	. •	
Title: V. Pres		
·		
State of )		
County of ) ss.:		
On this 30 day of June, 2005, before me,, personally appear personally known to me (or proved to me on the basis of satisfactory evename is subscribed to the within instrument and acknowledged to me the authorized capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument the personal capacity and that by his signature on the instrument capacity and that by his signature on the instrument capacity and that by his signature on the instrument capacity and that by his signature capacity and that by his signature capacity and the capacity capacity capacity and that by his signature capacity cap	idence) to lat he execu	ited the same in his
which the person acted, executed the instrument.	,	and apon bonan o
which the person acted, executed the instrument.  Witness my hand and official seal.  And Mark Parkett  Notary Public		and upon bonding

TRADEMARK
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# **SCHEDULE A**

U.S. Registered Service Marks and Trademarks

Service Mark or Trademark

Registration No.

Registration Date

Polycarbonate Storm Shutter Panel Design

Reg. #2616817 September 10, 2002

Metal Storm Shutter Panel Design

Reg. #2828836 April 6, 2004

TRADEMARK
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**RECORDED: 07/06/2005**