

03-03-2005

S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

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102952282

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Glass America LLC

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

Citizenship (see guidelines) Illinois

Execution Date(s) Oct 1, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Glass America Midwest, Inc.

Address: Suite 1580

Street Address: 150 N. Michigan Ave.

City: Chicago

State: IL

Country: USA Zip: 60601

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,489,649

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GLASS AMERICA

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

Name: Reitler Brown & Roseblat LLC

Internal Address: 21st Floor  
40 L Silverstein

Street Address: 800 Third Ave

City: New York

State: NY Zip: 10022

Phone Number: 212-209-3005

Fax Number: 212-371-5500

Email Address: lsilverstein@reitlerbrown.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Ray A. Mantle  
Signature  
Ray A. Mantle, Attorney

Feb 24, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 4

03/02/2005 01 FC:8521

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ASSIGNMENT OF SERVICE MARK  
AND  
THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, Glass America, L.L.C., a limited liability company organized and existing under the laws of the State of Illinois, having a principal place of business at 5101 Darnstadt Road, Suite A, Hillside, Illinois 60162 ("ASSIGNOR"), acquired, adopted and used, and thereby owns certain rights, title and interests in and to the service mark and United States Registration thereof, "GLASS AMERICA" registered on the Supplemental Register on September 11, 2001, Registration No. 2,489,649 (the "Registered Mark"), along with the goodwill of the business appurtenant to said Registered Mark; and

WHEREAS, on October 1, 2004, ASSIGNOR informally assigned its entire rights, title and interests in and to the Registered Mark, and the goodwill appurtenant thereto, to Founders Glass Acquisition, Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at c/o FEF Management Services Inc., 711 Fifth Avenue, Fifth Floor, New York, NY 10022 ("ASSIGNEE"), under that certain Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated October 1, 2004 (the "Agreement"); and

WHEREAS, ASSIGNEE desires to formalize the above-noted assignment, and more specifically, for ASSIGNOR to execute this instrument of assignment, whereby ASSIGNOR formally assigns its entire rights, title and interests in and to the Registered Mark, and the goodwill appurtenant thereto, to ASSIGNEE effective October 1, 2004.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, pursuant to the terms of the Agreement, its full and entire rights, title and interests in and to the Registered Mark identified above, and the attendant goodwill symbolized by the Registered Mark, the same to vest in ASSIGNEE, including without limitation, the right to register the Registered Mark in all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Registered Mark and the goodwill associated therewith, the registration thereof and the Application relating thereto; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceedings in the United States Patent and Trademark Office; (iv) except as set forth on Exhibit A attached hereto and made a part hereof, it has granted no licenses to any other party to use the Registered Mark in the United States; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Registered Mark or any other rights or interests therein which are adverse to those of ASSIGNOR, and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Registered Mark which would be breached or otherwise violated by the foregoing assignment of the Registered Mark. In this

connection, ASSIGNOR states that it makes no the representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Registered Mark, as the case may be, in the United States.

ASSIGNOR further agrees that at the request of ASSIGNEE, and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Registered Mark is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 1 day of October, 2004.

ASSIGNOR:

GLASS AMERICA, L.L.C., an Illinois  
limited liability company

By:   
Daniel Kirk, Chief Financial Officer

EXHIBIT A

Pursuant to a certain Asset Purchase Agreement dated July 27, 2002, by and between Glass America, L.L.C., as Seller, and Hillside Services, Inc., as Buyer, Buyer was given license to use the name "Glass America" until July 27, 2005; and thereafter, Buyer may incorporate the name "Glass America" with new name.

Letter agreement with El Paso Auto Glass, inc., to use name "Glass America" until 12/31/2004.