

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
AMWELD BUILDING PRODUCTS, LLC		07/23/2005	DELAWARE LLC: DELAWARE
RECEIVING PARTY DATA			
Name:	ARK II MANUFACTURING, LLC		
Street Address:	1500 AMWELD DRIVE		
City:	GARRETTSVILLE		
State/Country:	OHIO		
Postal Code:	44231		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	533477	AMWELD	
Registration Number:	1249578	STURDI-DOOR	
Registration Number:	1357616	SOUNDSHIELD	
Registration Number:	2427454	AMWELD	
Serial Number:	76613080	INDEPENDENCE HARDWARE BY AMWELD	
Serial Number:	76578901	A	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-721-6405		
Email:	ingrid.arbuckle@thomson.com		
Correspondent Name:	Corporate Services Corporation		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		

CH \$165.00 533477

NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/
Date:	10/11/2005
Total Attachments: 2 source=AMWELD BUILDINGS- ARK II MANUFACTURING#page1.tif source=AMWELD BUILDINGS- ARK II MANUFACTURING#page2.tif	

[Execution Copy]

ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOODWILL

This assignment is made between Amweld Building Products, LLC, a Delaware limited liability company whose address is 28601 Chagrin Blvd., Suite 210, Woodmere, OH 44122 ("Assignor") and Ark II Manufacturing, LLC, a Delaware limited liability company whose address is 1500 Amweld Drive, Garrettsville, OH 44231 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on Schedule 1 hereof (collectively the "Marks"), and all the rights appurtenant thereto, including but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

WHEREAS, Assignee is desirous of acquiring Assignor's rights in the Marks and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that:

Assignor assigns to Assignee all its rights, title and interest in and to the Marks in the United States, and the registration therefor in the United States Patent and Trademark Office, together with the goodwill of the business connected with the use of and symbolized by said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Marks to Assignee, its successors or assigns.

Dated: July 23, 2005

AMWELD BUILDING PRODUCTS, LLC

ARK II MANUFACTURING

By: Daniel Scowler
Name: DANIEL SCOWLER
Title: Sole Manager

By: [Signature]
Name: Michael McGowan
Title: CEO

NY313990,3/1939-19835

SCHEDULE 1
TO
ASSIGNMENT OF TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NUMBER	FIRST USE DATE
Amweld	71/587599	533477	9/15/49
Sturdi-Door	73/369415	1249578	7/15/60
Soundshield	73/521038	1357616	9/84
Amweld & Design	75/651892	2427454	7/99
Amweld Stylized	76/578901	2932537	7/31/99
Independence Hardware by Amweld	76/613,080		N/A

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