

01-20-2006

Our Ref: 687-33/AB

RECC



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To the Honorable Controller of Patents and Trademarks

Documents or copy thereof.

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<p>1. Name of conveying party(ies):</p> <p>INDALEX LIMITED</p> <p>[] Individual [] Association [] General Partnership [] Limited Partnership [] Corporation-State <input checked="" type="checkbox"/> Other (Corporation-Canada) Additional names(s) of conveying party(ies) attached <input checked="" type="checkbox"/> yes [] no</p>	<p>2. Name and address of receiving party(ies):</p> <p>LITE PRODUCTS INC.</p> <p>Internal Address:</p> <p>Street Address: 6615 Ordan Drive, Unit 7 Mississauga, Ontario Canada L5T 1X2</p> <p>[] Individual(s) citizenship: [] Association: [] General Partnership [] Limited Partnership [] Corporation-State <input checked="" type="checkbox"/> Other (Corporation-Canada)</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> yes [] no (Designation must be a separate document from Assignment) Additional names(s) and addresses attached [] yes [] no</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment [] Merger [] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: May 15, 2001</p>	<p>[] Individual(s) citizenship: [] Association: [] General Partnership [] Limited Partnership [] Corporation-State <input checked="" type="checkbox"/> Other (Corporation-Canada)</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> yes [] no (Designation must be a separate document from Assignment) Additional names(s) and addresses attached [] yes [] no</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>2,666,757</p> <p>Additional numbers attached? [] yes <input checked="" type="checkbox"/> no</p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>AHMED BULBULIA 20 Queen St. W., Suite 3202, Box 102 Toronto, Ontario Canada M5H 3R3</p>	<p>6. Total number of applications and registrations involved: [1]</p> <p>7. Total fee (37 CFR 3.41): \$ 40.00 (\$40.00 each)</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Any deficiency authorized to be charged to deposit account</p> <p>8. Deposit account number: 500663</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.</i></p> <p>AHMED BULBULIA Name of Person Signing</p> <p> Signature</p> <p>January 16, 2006 Date</p> <p>Total number of pages including cover sheet: 6</p>	

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ASSIGNMENT OF TRADE-MARKS

THIS AGREEMENT made as of the 15th day of May, 2001.

BETWEEN:

**INDALEX LIMITED, carrying on business as
CARADON LITE PRODUCTS,**

(hereinafter called "Caradon")

OF THE FIRST PART;

- and -

LITE PRODUCTS INC.

(hereinafter called "Lite")

OF THE SECOND PART.

WHEREAS Caradon is the owner of the Trade-marks described in Schedule "A", attached hereto (the "Trade-marks");

AND WHEREAS Caradon and Lite have entered into an agreement for the purchase and sale of certain assets of Caradon made as of the 31st day of March, 2001 (the "Agreement");

AND WHEREAS Caradon has agreed to assign all of its right, title and interest in the Trade-marks to Lite and Lite wishes to accept such assignment.

NOW THEREFORE in consideration of the covenants and agreements as herein contained, and for other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by all of the parties hereto, the parties agree as follows:

1. Caradon hereby sells, assigns and transfers to Lite all of Caradon's right, title and interest in and to the Trade-marks, the Registrations (hereinafter described), and all goodwill attached to the Trade-marks, the same to be held as fully by Lite as the same would have been held by Caradon had this assignment not been made.
2. Caradon represents and warrants to Lite as follows:
 - (a) Schedule "A" sets forth a true and accurate identification of each registered and unregistered Trademark and each registration or application number for any of the foregoing (collectively, the "Registrations");
 - (b) Caradon is the owner of all right, title and interest in and to each of the Trade-marks and Registrations, free and clear of all liens and encumbrances;


- (c) There have not been any claims actions or judicial or other adversarial proceedings involving Caradon concerning any of the Trade-marks or Registrations and to the best knowledge of Caradon, no such action or proceeding is threatened;
- (d) To its knowledge, Caradon has the exclusive right and authority to use each of the Trade-marks and such use did not and will not conflict with, infringe upon, or violate any trade-mark or other proprietary right of any other person;
- (e) There are no licenses or rights currently in effect in favour of any third party to use the Trade-marks; and
- (f) To Caradon's knowledge, all Registrations were properly issued by the relevant authorities and there is no pending or, to the best of Caradon's knowledge, threatened claim, action, suit, investigation or proceeding of any kind challenging, alleging or asserting that any Registration was improperly or invalidly granted or is otherwise invalid;

provided that the representations and warranties set out herein are subject to and limited by any restriction set out in section 5.9 or any of the other relevant terms of the Agreement.

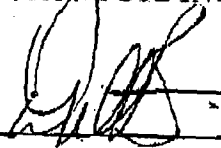
3. Each of the parties shall execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out such assignments.
4. This agreement shall be governed by the laws of the Province of Ontario.
5. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the date first written above.

INDALEX LIMITED

per:  _____

LITE PRODUCTS INC.

per:  _____

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SCHEDULE "A"

CANADIAN TRADE-MARKS

TRADE-MARK	CANADIAN APPLICATION OR REGISTRATION NUMBER
PRO LITE & DESIGN	TMA526791
LITE & DESIGN	TMA425349
LADDER XTRAS DESIGN	TMA480435
FIBER-LITE DESIGN	TMA509267
GRYPHON & DESIGN	Application Number 1082611

UNITED STATES TRADEMARKS

WORD MARK	U.S. SERIAL NUMBER
PRO-LITE	75599822
LITE	75074781
XTRAS	75074778
GRYPHON	76236308

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