

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penda Glasstite, Inc.		04/01/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALF Operating Partners LP		
<b>Composed Of:</b>	COMPOSED OF ALF Acquisitions Company, LLC, the sole General Partner (the sole general partner of ALF Acquisitions Company, LLC is Alfred Lee Finley)		
<b>Street Address:</b>	709 Katy Road, PO Box 545		
<b>City:</b>	Keller		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76244		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1391535	GLASSTITE	
Registration Number:	2586393	GLASSTITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)747-2091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(214) 292-4083		
<b>Email:</b>	novak@fr.com		
<b>Correspondent Name:</b>	Linda M. Novak		
<b>Address Line 1:</b>	PO Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	19283-002001		
<b>NAME OF SUBMITTER:</b>	Linda M. Novak		

CH \$65.00 1391535

Signature:	/lmn/
Date:	04/21/2006
Total Attachments: 3 source=glasstite asgt#page1.tif source=glasstite asgt#page2.tif source=glasstite asgt#page3.tif	

## EXHIBIT F

### PATENT AND TRADEMARK ASSIGNMENT

This Agreement is made and entered into as of April 1, 2005, by and between PENDA GLASSTITE INC., a Florida corporation (the "Assignor"), and ALF OPERATING PARTNERS LP, a Texas limited partnership (the "Assignee").

#### Preliminary Statements:

A. This Agreement is being entered into in connection with the Asset Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Under the Purchase Agreement, Assignee has acquired substantially all of the assets (and is assuming certain of the liabilities) of Assignor.

B. Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignor, and Assignee is desirous of acquiring an interest therein.

#### Agreement:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, including the right to claim priority under the Paris Convention, to the inventions described in the specifications of the patents and patent application identified below, said inventions and all applications for Letters Patent and all Letters Patent therefore to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Letters Patent for past infringement or otherwise:

- a. U.S. Patent No. 5,997,072 entitled "Side-Over Rear Door for Automotive Applications"
- b. U.S. Patent No. 6,113,177 entitled "Truck Cap with Rear Door Tailgate Protector"

3. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, to the trademarks and all of the goodwill of the business of Assignor symbolized thereby, in the trademark registration and application listed below (the "Trademarks"), said Trademarks to be held and

enjoyed by Assignee to the full end of the term for which said trademark registrations are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Trademarks for past infringement or otherwise:

- c. U.S. Registration 1,391,535 for Glasstite
- d. U.S. Registration 2,586,393 for Glasstite Logo
- e. The following common law trademarks - 2000, 2000 HR, Breeze, Glasstite Logo, Illusion, Illusion Logo, Outfitter, Super Flat, Targa, Targa Logo, Targa Sport, The Ultimate Truck Cap, Vision II, Vision II Logo


4. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for Letters Patent of the United States of America and all foreign countries and for trademark registration in the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to said patents and trademarks for the benefit of Assignee without further or other compensation than that as set forth herein.

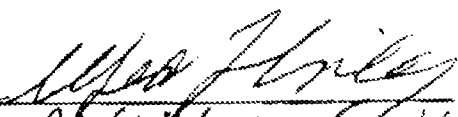
5. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date set forth above.

ASSIGNOR.  
PENDA GLASSTITE, INC

ASSIGNEE.  
ALF OPERATING PARTNERS LP

By:   
Name: LEO E. WAWER  
Title: VP & CFO

By:   
Name: ALFRED L. FINLEY  
Title: PARTNER

**"Consigned Property"** means inventory, supplies, and equipment held by Debtor on consignment and not owned by Debtor.

**"Equipment"** means all supplies, equipment, production machinery, manufactured and purchased parts, tools, jigs, dies, molds, furniture, fixtures, vehicles, leasehold improvements, office equipment, signs and all other tangible personal property of the Debtor located at the Dunnell, Minnesota facility.

**"Inventory"** means all current, usable and saleable inventories of the Debtor, including, without limitation, raw materials, work in progress, finished goods, packaging goods and other like items as shown on Debtor's inventory ledger.

**"Permits"** means all licenses, franchises, permits, orders, approvals, registrations, authorizations, qualification filings with all authorities and all industry or non-governmental self-regulatory organizations required in connection with the operations of the Debtor.

**"Prepaid Items"** means, to the extent transferred at closing of the sale contemplated under the Asset Purchase Agreement, all claims, deposits, prepayments, refunds and other prepaid items relating to the Debtor.

**"Trademarks and Patents"** means the following:

- a. U.S. Registration 1,391,535 for Glasstite
- b. U.S. Registration 2,586,393 for Glasstite Logo
- c. The following common law trademarks - 2000, 2000 HR, Breeze, Glasstite Logo, Illusion, Illusion Logo, Outfitter, Super Flat, Targa, Targa Logo, Targa Sport, The Ultimate Truck Cap, Vision II, Vision II Logo
- d. U.S. Patent No. 5,997,072 entitled "Side-Over Rear Door for Automotive Applications"
- e. U.S. Patent No. 6,113,177 entitled "Truck Cap with Rear Door Tailgate Protector"