## 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
Guardian Building Products Distribution, Inc.		06/18/2007	CORPORATION: GEORGIA

## **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: 1

Property Type	Number	Word Mark
Registration Number:	2624215	STORMLOCS

#### **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:	Todd Burkett
Signature:	/Todd Burkett/
Date:	06/28/2007

TRADEMARK REEL: 003570 FRAME: 0407

900080504

Total Attachments: 3 source=Tm Guardian2872\_001#page1.tif source=Tm Guardian2872\_001#page2.tif source=Tm Guardian2872\_001#page3.tif

## Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") made as of June 18, 2007, by GUARDIAN BUILDING PRODUCTS DISTRIBUTION, INC., a Georgia corporation ("ASSIGNOR").

#### WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the tradenames and trademarks set forth on the attached Exhibit A and any and all trade dress associated therewith ("the Marks"), together with the goodwill of the business symbolized thereby in connection with the products on which the Marks are used; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and between ASSIGNOR'S subsidiary Ashley Aluminum, LLC ("Ashley") and AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. ("ASSIGNEE") dated May 4, 2007 (the "Purchase Agreement"), ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE of ASSIGNOR's right, title, and interest in and to the Marks in the United States of America and in all foreign countries (collectively, the "Marks").

NOW, THEREFORE, ASSIGNOR, in consideration of the mutual agreements set forth in the Asset Purchase Agreement between Assignor, or its Affiliate, and Assignee other good and valuable consideration, acknowledged to be sufficient and received, does hereby:

- 1. Assignment. ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks, together with (a) the goodwill of the business relating to the Marks; (b) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (c) all rights to sue for past, present, and future infringements or misappropriations of the Marks. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs, if any, associated with the Marks.
- 2. <u>Further Assurances</u>. ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks. The terms and conditions of the Purchase Agreement shall survive the execution of this Agreement, as expressly provided in the Purchase Agreement.

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IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Trademark Assignment, as of the day and year first above written.

ASSIGNOR:

GUARDIAN BUILDING PRODUCTS DISTRIBUTION, INC.

BY:

David E. Love

Its:

Vice President

# **EXHIBIT A**

# MARKS

1. The following trademarks

**RECORDED: 06/28/2007** 

Γ	Serial Number	Reg. Number	Word Mark	Live/Dead
1	76-263253	2624215	STORMLOCS	LIVE