

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
Wachovia Bank		07/27/2007	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Marshfield DoorSystems, Inc.		
Street Address:	1401 East Fourth Street		
City:	Marshfield		
State/Country:	WISCONSIN		
Postal Code:	54449-7780		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2560180	GRANDPORTE	
Registration Number:	2562421	ENTRYART	
Registration Number:	2562420	VILLACREST	
CORRESPONDENCE DATA			
Fax Number:	(212)521-5450		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-521-5400		
Email:	gshatan@reedsmith.com,nrobinson@reedsmith.com		
Correspondent Name:	Gregory Shatan, Esq.		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	321621.00010		
NAME OF SUBMITTER:	Gregory Shatan		

OP \$90.00 2560180

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REEL: 003593 FRAME: 0684

Signature:

/Gregory Shatan/

Date:

08/02/2007

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

27th THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made this day of July, 2007 by and between Marshfield DoorSystems, Inc., a Delaware corporation ("Assignee"), and Wachovia Bank, National Association, a national banking association ("Assignor"), pursuant to (a) that certain letter agreement, dated July 12, 2007, from Assignee to Assignor which was countersigned by Assignor on July 13, 2007 (the "Purchase Agreement") and (b) that certain Bill of Sale, dated of even date hereof, by and between Assignor and Assignee (the "Bill of Sale"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement and the Bill of Sale, Assignee has agreed to acquire from Assignor, and Assignor has agreed to grant, sell, assign, transfer, convey, set over and deliver to Assignee, the Acquired Assets (as defined in the Bill of Sale), including *inter alia*, the intellectual property comprising part of the Acquired Assets and all goodwill appurtenant thereto including, without limitation, the trademarks as set forth on Schedule A hereto (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Conveyance and Assignment. Assignor does hereby grant, sell, assign, transfer, convey, set over and deliver to Assignee all of Assignor's right, title and interest (including, without limitation, the right to sue for past infringements and recover damages and profits) in and to the Assigned Intellectual Property, to have and to hold the same unto Assignee, its successors and assigns, forever. Notwithstanding any provision of this Assignment, the Purchase Agreement or the Bill of Sale, whether, in each case, express or implied, Assignor makes no and hereby disclaims any representation or warranty relating to title, possession, quiet enjoyment, or otherwise in connection with Assignee's purchase of the Assigned Intellectual Property, other than as expressly set forth in paragraph 2 of the Bill of Sale and paragraphs 5(b)(ii) and 9 of the Purchase Agreement.

2. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful agent and attorney in fact of Assignor with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor, but on behalf and for the benefit of Assignee and its successors and assigns, from time to time to do all things legally permissible, required or reasonably deemed necessary, advisable or appropriate by Assignee or its successors and assigns to confirm, record or otherwise secure formally the rights granted to Assignee pursuant to this Assignment, in all instances in such manner as Assignee or its successors or assigns may reasonably deem necessary, advisable or appropriate. Assignor hereby declares and agrees that the foregoing power is coupled with an interest and is and shall be irrevocable by Assignor.

3. Further Assurances. Assignor agrees at any time and from time to time after the date hereof, at Assignee's request and without further consideration, to promptly execute and deliver all such further documents, certificates and instruments or perform such acts as Assignee may reasonably request in order to give effect to the provisions of this Assignment.

4. Governing Law. This Assignment has been entered into and shall be construed and enforced in accordance with the Laws of the State of Florida without reference to the choice of law or conflicts of law principles thereof that would require the application of the law of a jurisdiction other than the State of Florida.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or .pdf attachment via electronic mail, which transmission shall be deemed delivery of an originally executed document.

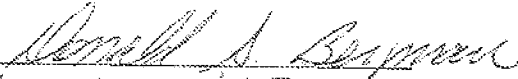
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

ASSIGNEE

:

MARSHFIELD DOORSYSTEMS, INC.

By: 
Name: DONALD A. BERGMAN
Title: CEO

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Name: Frederick W. Preston, Jr.
Title: Senior Vice-President

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[Signature Page to Intellectual Property Assignment]

TRADEMARK 003470.1

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

ASSIGNEE :

MARSHFIELD DOORSYSTEMS, INC.

By: _____

Name:

Title:

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: Frederick W. Preston, Jr.

Name: Frederick W. Preston, Jr.

Title: Senior Vice-President

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[Signature Page to Intellectual Property Assignment]

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Schedule A – Assigned Trademarks

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
GRANDPORTE	June 23, 2000	76077188	April 9, 2002	2560180
ENTRYART	April 25, 2000	76034866	April 16, 2002	2562421
VILLACREST	April 25, 2000	76034624	April 16, 2002	2562420

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