

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
Action Window Technology, Inc.		12/24/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Window Enterprises LLC		
Street Address:	1312 West Crosby		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2893435	AWT	
Registration Number:	2893436	AWT	
Registration Number:	2899764	AWT	
Registration Number:	2899765	AWT	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	334895-28		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$115.00 2893435

Signature:	/Kristin Brozovic/
Date:	12/28/2007
Total Attachments: 5 source=Assignment of Intellectual Property#page1.tif source=Assignment of Intellectual Property#page2.tif source=Assignment of Intellectual Property#page3.tif source=Assignment of Intellectual Property#page4.tif source=Assignment of Intellectual Property#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") effective as of the 24th day of December, 2007 (the "Effective Date") by Action Window Technology, Inc., a corporation organized under the laws of Delaware ("Assignor") to Window Enterprises LLC, a Delaware limited liability company, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor owns certain trademarks more fully described in Exhibit A attached hereto, and any and all intellectual property rights related thereto, including, without limitation, any pending applications for trademark, (collectively, all such intellectual property rights being collectively referred to hereafter as the "Assigned Intellectual Property").

WHEREAS, Assignor is willing to assign to Assignee all of the Assigned Intellectual Property and Assignee agrees to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follow:

1. Assignment. Effective as of the date hereof, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Assigned Intellectual Property, including but not limited to all of the goodwill symbolized by and related to the Assigned Intellectual Property, and all causes of action, claims, demands presently or hereafter accruing with respect to the Assigned Intellectual Property, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world and, with respect to any assigned rights to any inventions or marks included in such Assigned Intellectual Property, for the full term of any marks, whether now or subsequently issued.

2. Assignment Consideration. To invoke the assignment set forth in Paragraph 1, Assignee shall pay to Assignor the sum of \$10 dollars in the currency of the United States and according to written payment instructions provided by Assignor.

3. Further Assurances. Assignor further agrees that Assignor will at Assignor's own expense: (i) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications and any recordations of title and powers of attorney associated with the foregoing; (ii) execute, verify, acknowledge and deliver all such further papers, including, without limitation, applications and instruments of transfer, that are necessary for Assignee to accomplish the foregoing; and (iii) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

4. Warranty and Covenant. Assignor represents and warrants that Assignor has all rights necessary to make the assignment herein. Assignor shall not assign, transfer, convey, license, abandon, fail to maintain, or dedicate to the public any of the Assigned Intellectual Property at any time, other than as set forth herein.


5. General. The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of provision itself. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of Texas without regard to conflicts of laws provisions thereof. The parties specifically submit themselves to the jurisdiction of the state and federal courts sitting in Texas. Both parties agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Texas or U.S. federal law. This Agreement shall not be modified except by a subsequently dated written amendment signed by a duly authorized representative of each party. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Remainder of Page Intentionally Left Blank;

-Signature Page to Follow-

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ACTION WINDOOR TECHNOLOGY, INC.
("Assignor")

By: 
Name: RONN CRESTON
Title: VICE PRESIDENT OPERATIONS

WINDOW ENTERPRISES LLC
("Assignee")

By: _____
Name: **Michael Mullarkey**
Title: **President and Chief Executive Officer**

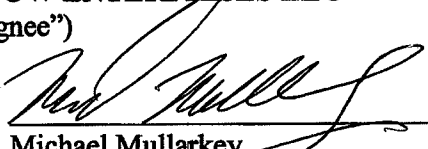
[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ACTION WINDOOR TECHNOLOGY, INC.
("Assignor")

By: _____
Name: _____
Title: _____

WINDOW ENTERPRISES LLC
("Assignee")

By: 
Name: Michael Mullarkey
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY]

EXHIBIT A

Trademarks

Mark:	AWT
Registration No.:	2893435
Basis:	In-Use
ID of Goods:	Aluminum windows for residential uses
Status:	Certificate of Registration issued on October 12, 2004

Mark:	AWT
Registration No.:	2893436
Basis:	In-Use
ID of Goods:	Vinyl windows for residential uses
Status:	Certificate of Registration issued on October 12, 2004

Mark:	AWT and DESIGN
Registration No.:	2899764
Basis:	In-Use
ID of Goods:	Aluminum windows for residential uses
Status:	Certificate of registration issued on November 2, 2004

Mark:	AWT and DESIGN
Serial No.:	2899765
Basis:	In-Use
ID of Goods	Vinyl windows for residential uses
Status:	Certificate of registration issued on November 2, 2004