

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
THOMPSON PRODUCTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) Delaware and California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached? Yes No

Name: PINNACLE FRAMES AND ACCENTS, INC.
 Internal _____
 Address: _____
 Street Address: 12201 Technology Boulevard, Suite 1200
 City: Austin
 State: Texas
 Country: USA Zip: 78727

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship: Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) July 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
see attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Randy M. Friedberg, Esq.
 Internal Address: Ushan Grundman Frame Rosenzweig
A. Wolosky LLP
 Street Address: 65 East 58th Street
 City: New York
 State: New York Zip: 10022
 Phone Number: (212) 451-2321
 Fax Number: (212) 451-2222
 Email Address: rfriedberg@ushanlaw.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(h)(6) & 3.41) \$ 340.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 504261
 Authorized User Name Randy Friedberg

9. Signature: _____ 7-2-08
 Signature Date

Randy M. Friedberg
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CII \$340.00 504261 2966795

<u>Active Mark</u>	<u>Registration Number</u>
ALBUM WORKS BY THOMPSON	2966795
BUG BITES	2576737
BRISTOL COLLECTION	2224816
CYNTHIA ROYCE	2876462
CYNTHIA ROYCE	2960304
DESIGN YOUR OWN ALBUM	2217987
PHOTO WORKS BY THOMPSON	2123223
PHOTOTRAC	1847709
ROYCE LIMITED	3367544
T THOMPSON	2741661
I THOMPSON	2876461
VALUE FIRST	2876371
YOUR MEMORIES FOR LIFE	2773501

ASSIGNMENT OF PROPRIETARY RIGHTS AGREEMENT

This Assignment of Proprietary Rights Agreement (this "Agreement") is dated as of March 20, 2008, by and among PINNACLE FRAMES AND ACCENTS, INC., a Delaware corporation ("Purchaser"), and THOMPSON PRODUCTS, INC., a Delaware corporation ("Seller"). Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, on February 19, 2008, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 20, 2008, by and among Purchaser and Seller, as amended on March 20, 2008 (the "Asset Purchase Agreement"), Seller has agreed to transfer to Purchaser, and Purchaser has agreed to assume from Seller, all of the Proprietary Rights;

WHEREAS, an order of the Bankruptcy Court approving such assignment of the Proprietary Rights and the assumption by Purchaser of the obligations and responsibilities thereunder has been entered on the Bankruptcy Court's docket.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT.

Seller hereby assigns to Purchaser, free and clear of all Encumbrances pursuant to the Sale Order, any and all right, title and interest worldwide of Seller in and to the Proprietary Rights and any and all registrations or recordations thereof, together with the goodwill of the business symbolized by the trademarks, service marks and trade names included in the Proprietary Rights, including (but not limited to): (i) the use of the Proprietary Rights in any manner, (ii) all benefit of any and all prior use of the Proprietary Rights and (iii) any and all rights to initiate claims or proceedings for past, present or future infringements of Seller's right, title and interest in and to the Proprietary Rights. Purchaser hereby accepts all the Proprietary Rights.

2. MISCELLANEOUS.

2.1 Amendment. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Agreement signed by both parties or, in the case of a waiver, by the party against whom enforcement of such waiver is sought.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and to be performed entirely in such State.

2.3 Interpretation.

(a) In case of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.

(b) The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

2.4 Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by Seller or Purchaser, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void; provided, however, that Purchaser may assign its rights, interests and obligations hereunder to any of its direct or indirect wholly owned subsidiaries; provided, further, that no assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.


2.5 Further Actions. Purchaser agrees to execute and deliver to Seller such further instruments of transfer and assignment, records, or other documents, assurances or things, and to take such further action, as Seller may reasonably request from time to time to give full effect to this Agreement.

2.6 Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signature page on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PINNACLE FRAMES AND ACCENTS, INC.

By: 
Name: Nathan J. Power
Title: CFO

THOMPSON PRODUCTS, INC.

By: _____
Name:
Title:

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