

09-15-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):

Ply Gem Pacific Windows
Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) Jan. 17, 2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: MI WINDOWS & DOORS, INC.

Internal

Address: _____

Street Address: 861 Hercules Ave.

City: Clearwater

State: FL

Country: USA

Zip: 33765

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA
☐ 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)

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

A. Trademark Application No.(s)

77209829
WINDOW RIGHT

B. Trademark Registration No.(s)

1,882,959

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing)

WINDOW RIGHT

Date if Application or Registration Number is unknown):

DEVON WINDOWS & design

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

Name: FRANK J. BENASOTTI

Internal Address: _____

Street Address: 1729A Bermuda
Village Drive

City: Boca Raton

State: FL Zip: 33487

Phone Number: 561 994 5959

Fax Number: 561 994 5990

Email Address: JPTRIALS@AOL.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- ☒ Authorized to be charged to deposit account any
☒ Enclosed additional amount 02-3295
credit card form for \$80

8. Payment Information:

Deposit Account Number 02-3295

Authorized User Name Benasotti, P.C.

9. Signature:

Frank J. Benasotti
Signature

Sept. 10, 2008
Date

FRANK J. BENASOTTI

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) 278-4440 or mailed to: 00000124 77209829
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

40.00 DP
25.00 DP

SCHEDULE 1

Trademarks

Mark	App. No.	Filed	Reg. No.	Registered
NEWBRIDGE (STYLIZED)	78/132365	5/31/2002	2,793,042	12/9/2003
THERMAFLECT	74/252092	3/4/1992	2030412	1/14/1997
DEVON WINDOWS & Design	74/385578	5/3/1993	1,882,959	3/7/1995
BRYN MAWR	74/714855	8/14/1995	2054058	4/22/1997
NEW CASTLE	74/714860	8/14/1995	1985727	7/9/1996
SOMERTON	74/714859	8/14/1995	1988595	7/23/1996
MONTCLAIRE	78/214,700	2/13/2003	2,968,273	7/12/2005
CERTAQUOTE	77/008580	9/27/2006		
WINDOWRIGHT	77/209829	6/19/2007		
SOMERTON*	77243/1995	7/31/1995	IT3971	7/31/1997
NEW CASTLE*	77242/1995	7/31/1995	IT3970	7/31/1997

* Trademarks registered in Japan.

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of January 17, 2008 (this "Assignment"), by Ply Gem Pacific Windows Corporation, a Delaware corporation ("Assignor"), in favor of MI Windows & Doors, Inc., a California corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement dated as of January 17, 2008 (the "Purchase Agreement") between Assignor and Assignee.

Pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to certain intellectual property, including, without limitation, the trademarks listed on Schedule 1 attached hereto (the "Trademarks").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys, assigns, transfers, and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademarks.


2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

PLY GEM PACIFIC
WINDOWS CORPORATION

By: 
Name: Shawn K. Be
Title: Vice President

MI WINDOWS & DOORS, INC.

By: _____
Name:
Title:

[Signature page to Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

PLY GEM PACIFIC
WINDOWS CORPORATION

By: _____
Name:
Title:

MI WINDOWS & DOORS, INC.

By: J. L. Fesenmyer
Name: J. L. Fesenmyer
Title: VP Finance

[Signature page to Trademark Assignment]