

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Arcus ASI Funding LLC		08/08/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
Name:	Arch Acquisition I, LLC		
Street Address:	1001 Brickell Bay Drive		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 13</b>			
Property Type	Number	Word Mark	
Registration Number:	2759463	ETERNITY FINISH	
Registration Number:	2900433	W WESTMORE CLASSIC HARDWARE FOR FINE HOMES	
Registration Number:	2913666	WESTMORE	
Registration Number:	2949257	SHIELD SECURITY	
Registration Number:	1530873	ACCU-WELD	
Registration Number:	2913225	DELGARD	
Registration Number:	3061680	PATRIOT POOLS	
Registration Number:	2962285	JOHNNY WEISSMULLER	
Registration Number:	3015986	ROCKLAND	
Registration Number:	2286971	ACCURA	
Registration Number:	1842200	TOTAL COMFORT	
Registration Number:	2221921	ACCU-GLAZE Z GLASS	
Registration Number:	2148244	HIGH PERFORMANCE GLASS WITH A MEMORY ACCU-GLAZE	

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900123834

**TRADEMARK**  
REEL: 003912 FRAME: 0487

**CORRESPONDENCE DATA**

Fax Number: (312)456-8435

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3123918550

Email: silvermanh@gtlaw.com

Correspondent Name: Greenberg Traurig LLP

Address Line 1: 77 West Wacker Drive

Address Line 2: Suite 3100

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	113943.010100
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	01/02/2009

**Total Attachments: 9**

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## ASSIGNMENT AND ACCEPTANCE AGREEMENT OF TRADEMARKS

This ASSIGNMENT AND ACCEPTANCE AGREEMENT OF TRADEMARKS, dated as of December 30, 2008 and effective as of August 8, 2008, is by and among ARCUS ASI FUNDING, LLC, a Delaware limited liability company (the "Assignor"), ARCH ACQUISITION I, LLC, a Delaware limited liability company (the "Assignee") and SHAPES L.L.C., a New Jersey limited liability company ("Shapes"), ULTRA L.L.C., a New Jersey limited liability company ("Ultra"), DELAIR L.L.C., a New Jersey limited liability company ("Delair"), ACCU-WELD L.L.C., a Pennsylvania limited liability company (collectively, the "Grantor").

### RECITALS

The Assignor has assigned to Assignee, pursuant to an unrecorded Assignment and Acceptance Agreement (the "Unrecorded Assignment") dated May 6, 2008, all of the Assignor's rights, title and interest under the following documents:

(a) Trademark Security Agreement, dated as of March 18, 2008 (the "Ultra Trademark Security Agreement") by Assignor and Ultra granting Assignor a security interest in, among other things, certain Trademarks, Trademark registrations and Trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Ultra to Assignor (the "Ultra Obligations"). Assignor recorded the Ultra Trademark Security Agreement on April 10, 2008 at Reel 3756, Frame 0445; and

(b) Trademark Security Agreement dated as of March 18, 2008 (the "Shapes Trademark Security Agreement") by Assignor and Shapes granting Assignor a security interest in, among other things, certain Trademarks, including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Shapes to Assignor (the "Shapes Obligations"). Assignor recorded the Trademark Security Agreement on April 10, 2008 at Reel 3756, Frame 0264; and

(c) Trademark Security Agreement dated as of March 18, 2008 (the "Delair Trademark Security Agreement") by Assignor and Delair granting Assignor a security interest in, among other things, certain Trademarks, including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Delair to Assignor (the "Delair Obligations"). Assignor recorded the Trademark Security Agreement on April 10, 2008 at Reel 3756, Frame 0255; and

(d) Trademark Security Agreement dated as of March 18, 2008 (the "Accu-Weld Trademark Security Agreement") by Assignor and Accu-Weld granting Assignor a security interest in, among other things, certain Trademarks, including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Accu-Weld to Assignor (the "Accu-Weld Obligations"). Assignor recorded the Trademark Security Agreement on April 9, 2008 at Reel 3756, Frame 0104.

(the documents in clauses (a) through (d) being, collectively, the "Trademark Security Agreements").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is hereby agreed as follows:

1. Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreements.
2. The Assignor hereby reaffirms its assignment to the Assignee and the Assignee hereby reaffirms its assumption from Assignor, of all of Assignor's rights and obligations under the Trademark Security Agreements, including, without limitation, all of Assignor's right, title and interest to the Trademarks.
3. The Assignor and Assignee re-make the representations and warranties contained in the Unrecorded Assignment as if fully set forth herein. The Assignee and Grantor re-affirm their indemnification obligations as set forth in the Unrecorded Assignment as if fully set forth herein.
4. The effective date of this Assignment and Acceptance Agreement (the "Effective Date") shall be August 8, 2008.
5. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Assignment and Acceptance and any waiver or amendment hereto may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by a duly authorized officer of each party as of the date hereinabove given.

ARCH ACQUISITION I, L.L.C. as assignee

By: [Signature]  
Name: Craig Kahler  
Title: Vice President

ARCUS ARI FUNDING, L.L.C. as Assignor

By: [Signature]  
Name: Paul Wilson  
Title: Authorized Person

SHAPES, L.L.C., as Grantor

By: [Signature]  
Name: Sean O'Boyle  
Title: Vice President

ULTRA L.L.C., as Grantor

By: [Signature]  
Name: Sean O'Boyle  
Title: Vice President

ACCU-WELD L.L.C., as Grantor

By: [Signature]  
Name: Sean O'Boyle  
Title: Vice President

DELAIR L.L.C., as Grantor

By: [Signature]  
Name: Sean O'Boyle  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by a duly authorized officer of each party as of the date hereinabove given.

ARCH ACQUISITION I, L.L.C. as assignee

By: \_\_\_\_\_  
Name: Craig Kahler  
Title: Vice President

ARCUS ASI FUNDING, LLC, as Assignor

By: \_\_\_\_\_  
Name: *Paul Huberman*  
Title: *Authorized Person*

SHAPES, L.L.C., as Grantor

By: \_\_\_\_\_  
Name: *Sean Ozbolt*  
Title: *Vice President*

ULTRA L.L.C., as Grantor

By: \_\_\_\_\_  
Name: *Sean Ozbolt*  
Title: *Vice President*

ACCU-WELD L.L.C., as Grantor

By: \_\_\_\_\_  
Name: *Sean Ozbolt*  
Title: *Vice President*

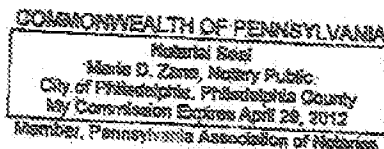
DELAIR L.L.C., as Grantor

By: \_\_\_\_\_  
Name: *Sean Ozbolt*  
Title: *Vice President*

STATE OF Pennsylvania  
COUNTY OF Philadelphia ss.

BE IT REMEMBERED that on this 8<sup>th</sup> day of Oct, 2008, before me, the subscriber, personally appeared Paul Halpern a duly authorized officer of ARCUS ASI Funding, L.L.C. (the "Assignor") who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him/her the contents thereof, he/she thereupon acknowledged that he/she signed, sealed with the corporate seal and delivered the said instrument in his/her capacity as a duly authorized person of the Assignor, and that the within instrument is the voluntary act and deed of said Assignor, made by virtue of authority from the Assignor.

Maria D. Zane



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the subscriber, personally appeared Craig Kahler, a duly authorized officer of Arch Acquisition I, L.L.C. (the "Assignee"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as a duly authorized Vice President of the Assignee, and that the within instrument is the voluntary act and deed of said Assignor, made by virtue of authority from the Assignor.

(NOTARIAL SEAL)

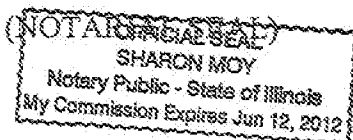
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, the subscriber, personally appeared \_\_\_\_\_, a duly authorized officer of ARCUS ASI Funding, L.L.C. (the "Assignor") who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him/her the contents thereof, he/she thereupon acknowledged that he/she signed, sealed with the corporate seal and delivered the said instrument in his/her capacity as a duly authorized \_\_\_\_\_ of the Assignor, and that the within instrument is the voluntary act and deed of said Assignor, made by virtue of authority from the Assignor.

(NOTARIAL SEAL)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

BE IT REMEMBERED that on this 30th day of December, 2008, before me, the subscriber, personally appeared Craig Kahler, a duly authorized officer of Arch Acquisition I, LLC (the "Assignee"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as a duly authorized Vice President of the Assignee, and that the within instrument is the voluntary act and deed of said Assignor, made by virtue of authority from the Assignor.



*Sharon Moy*



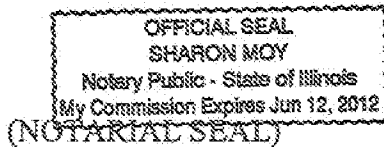
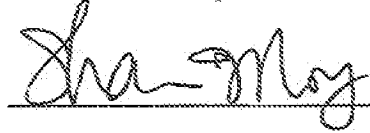
STATE OF ILLINOIS

)  
) ss.

COUNTY OF COOK

)

BE IT REMEMBERED that on this 30th day of December, 2008, before me, the subscriber, personally appeared Sean Ozbolt, a duly authorized officer of Shapes L.L.C. (the "Grantor"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as the duly authorized Vice President of the Grantor, and that the within instrument is the voluntary act and deed of said Grantor, made by virtue of authority from the Grantor.



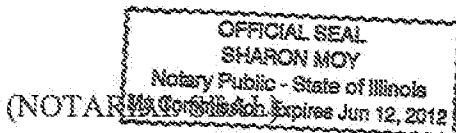
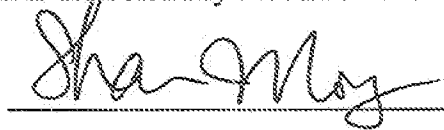
STATE OF ILLINOIS

)  
) ss.

COUNTY OF COOK

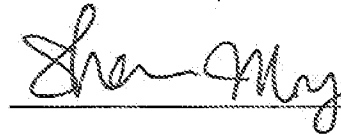
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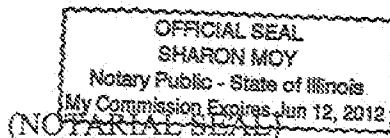
BE IT REMEMBERED that on this 30th day of December, 2008, before me, the subscriber, personally appeared Sean Ozbolt, a duly authorized officer of Ultra L.L.C. (the "Grantor"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as the duly authorized Vice President of the Grantor, and that the within instrument is the voluntary act and deed of said Grantor, made by virtue of authority from the Grantor.



STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )


BE IT REMEMBERED that on this 30th day of December, 2008, before me, the subscriber, personally appeared Sean Ozbolt, a duly authorized officer of Accu-Weld L.L.C. (the "Grantor"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as the duly authorized Vice President of the Grantor, and that the within instrument is the voluntary act and deed of said Grantor, made by virtue of authority from the Grantor.

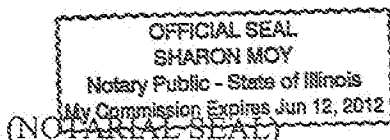




STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

BE IT REMEMBERED that on this 30th day of December, 2008, before me, the subscriber, personally appeared Sean Ozbolt, a duly authorized officer of Delair L.L.C. (the "Grantor"), who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument in his capacity as the duly authorized Vice President of the Grantor, and that the within instrument is the voluntary act and deed of said Grantor, made by virtue of authority from the Grantor.





**Schedule I to Release of Trademarks**

Trademark Number	Mark	Owner Name
2759463	ETERNITY FINISH	Ultra Hardware Products LLC
2900433	W WESTMORE CLASSIC HARDWARE FOR FINE HOME	Ultra Hardware Products LLC
2913666	WESTMORE	Ultra Hardware Products LLC
2949257	SHIELD SECURITY	Ultra Hardware Products LLC
1530873	Accu-Weld	Shapes, LLC

Trademark Number	Mark	Owner Name
2913225	DELGARD	Delair Group LLC
3061680	PATRIOT POOLS	Delair Group LLC
2962285	JOHNNY WEISSMULLER	Delair Group LLC
3015986	ROCKLAND	Delair Group LLC

Trademark Number	Mark	Owner Name
2286971	ACCURA	Accu-Weld LLC
1842200	TOTAL COMFORT	Accu-Weld LLC
2221921	ACCU-GLAZE Z GLASS	Accu-Weld LLC
2148244	HIGH PERFORMANCE GLASS WITH A MEMORY ACC	Accu-Weld LLC