

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACCU-WELD L.L.C.		02/13/2009	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HADDON WINDOWS LLC		
<b>Street Address:</b>	1105 Burlingame Avenue		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2286971	ACCURA	
Registration Number:	2148244	HIGH PERFORMANCE GLASS WITH A MEMORY ACCU-GLAZE	
Registration Number:	2221921	ACCU-GLAZE Z GLASS	
Registration Number:	1842200	TOTAL COMFORT	
Registration Number:	1530873	ACCU-WELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-456-8400		
<b>Email:</b>	munozg@gtlaw.com		
<b>Correspondent Name:</b>	Howard E. Silverman		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Greenberg Traurig, LLP - Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1732		

**CH \$140.00 2286971**

ATTORNEY DOCKET NUMBER:	113943.010200
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	02/19/2009

**Total Attachments: 8**

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**GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT** (the “**Agreement**”) is made and entered into this 13th day of February, 2009, by Accu-Weld L.L.C., a Pennsylvania limited liability company (“**Assignor**”) in favor of Haddon Windows LLC, a Pennsylvania limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Accu-Weld Realty Pennsylvania, L.L.C., Shapes/Arch Holdings L.L.C., Accu-Weld Logistics Services LLC, 1211 Ford Holdings LLC and Assignee (the “**Asset Purchase Agreement**”).

WHEREAS, Assignor is the owner of copyrights in the works of authorship, applications for registration and registrations set forth in Schedule A attached hereto (hereinafter, the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain works of authorship and copyrights associated therewith, including but not limited to the Scheduled Works;

WHEREAS, Assignor has acquired certain rights in the Internet domain names identified in Schedule B attached hereto (collectively, the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names owned by Assignor and used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of the trademarks, registrations and applications for registration set forth in Schedule C attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations, including but not limited to the Scheduled Trademarks;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Agreement to transfer to Assignee the Intellectual Property.

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agrees to sell, and Buyer agrees to purchase the Purchased Assets; and

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Copyright.

a. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

i. All right, title and interest in and to the Scheduled Works set forth in Schedule A;

ii. All right, title and interest in and to all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all copyrights, copyright applications and registrations therefor (collectively, the "Unscheduled Works"); and

iii. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or Unscheduled Works.

2. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith;

b. All right, title and interest in and to all other domain names owned by Assignor and used solely in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith (collectively, the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to, the Scheduled Domain Names and/or Unscheduled Domain Names.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Scheduled Trademarks together with the goodwill associated therewith;

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations owned by Assignor and used solely in connection with the Business, together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore (collectively, the "Unscheduled Trademarks"), and the business to which such Unscheduled Trademarks pertain; and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

4. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns or nominees, without further compensation to Assignor (except for reasonable out-of-pocket expenses), all known facts respecting the Intellectual Property, to testify in any legal proceedings, execute and deliver such further instruments or documents, to make all rightful oaths, and generally to do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Intellectual Property and to obtain and enforce proper protection for the Intellectual Property in any and all countries.

5. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and/or Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar.

6. All the terms, covenants and conditions in this Global Intellectual Property Assignment shall be binding upon Assignor and its successors and assigns and heirs and representatives, and as the case may be, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

7. Assignor, for itself and its successors and assigns and heirs and representatives, as the case may be, hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. Notwithstanding the foregoing, in the event of any conflict between the terms of this Global Intellectual Property Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail.

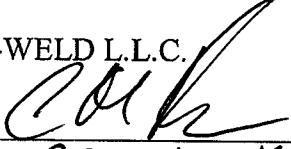
[Signatures on next page]

IN WITNESS WHEREOF, Assignor has executed this Global Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, this 13<sup>th</sup> day of February, 2009.

**ASSIGNOR:**

ACCU-WELD L.L.C.

By:   
Name: Craig M. Kehler  
Title: Vice President

Witness:

  
Name: Karen Lewis

**ASSIGNEE:**

HADDON WINDOWS LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor has executed this Global Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, this 13<sup>th</sup> day of February, 2009.

Witness:

Karen Lewis

Name: Karen Lewis

ASSIGNOR:

ACCU-WELD L.L.C.

By: [Signature]

Name: Craig de Klerk

Title: Vice President

ASSIGNEE:

HADDON WINDOWS LLC

By: [Signature]

Name: Gregmark Holdings LLC, sole member

Title: Manager

**SCHEDULE A  
TO  
GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT  
COPYRIGHT**

Title of Work

Registration No.

Date of Registration

NONE



**SCHEDULE B  
TO  
GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT**

**DOMAIN NAMES**

<u>Domain Name</u>	<u>Owner</u>	<u>Registrar</u>	<u>Expiration Date</u>
www.accuweld.com	Accu-Weld L.L.C.	networksolutions	11-11-2009
www.accu-weld.com	Accu-Weld L.L.C.	networksolutions	10-20-2009

**SCHEDULE C  
TO  
GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT**

**TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Accura	2286971	10-19-1999
High Performance Glass with a Memory Accu-Glaze & Design	2148244	3-31-1998
Accu-Glaze Z Glass	2221921	2-2-1999
Total Comfort	1842200	6-28-1994
Accu-Weld	1590873	3-21-1989
Secura Seal	Unregistered	
Décor	Unregistered	