

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
Kensington Windows, Inc.		01/12/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SM PA, LLC
Street Address:	1250 Elko Ave.
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	73800667	FORMULA "A" GLASS
Serial Number:	75878524	HUNTINGTON
Serial Number:	76512828	KENSINGTON
Serial Number:	75385999	KENSINGTON NATURAL FOAM
Serial Number:	76295996	KINGSTON
Serial Number:	73799465	OPTIMA
Serial Number:	73799322	QUANTUM
Serial Number:	75374880	SUPER K PLUS
Serial Number:	76508011	THE HIGH PERFORMANCE WINDOW PEOPLE
Serial Number:	78366005	WINDTAMER
Serial Number:	76295997	PRINCETON

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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

900131024

**TRADEMARK
 REEL: 003967 FRAME: 0771**

CH \$290.00 73800667

Phone: 4083939250
Email: ipdocketing@haynesboone.com
Correspondent Name: Jennifer M. Lantz
Address Line 1: 2323 Victory Avenue
Address Line 2: Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	SERIOUS MATERIALS TM GEN
NAME OF SUBMITTER:	Jennifer M. Lantz
Signature:	/Jennifer M. Lantz/
Date:	04/03/2009

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of January 13, 2009 by Kensington Windows, Inc., a Delaware corporation, as debtor and debtor-in-possession ("Assignor"), for the benefit of SM PA, LLC ("Assignee"), a Delaware limited liability company and a wholly owned subsidiary of Serious Materials, Inc., a Delaware corporation ("Parent").

RECITALS

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of December 31, 2008 (the "Asset Purchase Agreement"). Each capitalized term that is used but not otherwise defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

C. Pursuant to Section 1.1(g) of the Asset Purchase Agreement, each Assignor desires to sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in, to and under all Acquired Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, free and clear of all Liens, all of Assignor's entire right, title and interest in, to and under the Acquired Intellectual Property, including, without limitation, the Acquired Intellectual Property set forth in Schedule 1.1(g) to the Asset Purchase Agreement and/or set forth on Annex A hereto, including, with respect to the trademarks included therein, the business goodwill appurtenant thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as entirely as the same would have been held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and delivery not been made; together with all claims for damages by reason of past infringements of the Acquired Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor acknowledges that it shall have no further rights to the Acquired Intellectual Property, including without limitation any licenses to the Acquired Intellectual Property

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee's reasonable request and sole cost, but without further consideration therefor, Assignor agrees that it will execute and deliver to Assignee such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other

actions, as may reasonably be necessary in order to effect the assignment to Assignee, or confirm Assignee's title or rights in or to, all of the Acquired Intellectual Property assigned, transferred and conveyed by Assignor to Assignee pursuant hereto, and to put Assignee in actual possession and control of the Acquired Intellectual Property assigned, transferred and conveyed by Assignor to Assignee pursuant hereto to the full extent permitted by applicable Law.

3. Power of Attorney. In the event Assignee is unable to obtain Assignor's assistance after reasonable efforts, Assignor constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Conflict with Asset Purchase Agreement. Assignor, Assignee and Parent hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Asset Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail, govern and control in all respects without limitation.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, each Assignor, intending to be legally bound hereby, has duly executed this Assignment on the date first above written.

KENSINGTON WINDOWS, INC.

By BSJ Springer
Name: Branch Springer
Title: VP

STATE OF Ohio :

: ss.

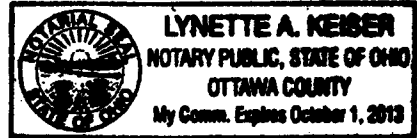
COUNTY OF Wood :

On this 12th day of January __, 2009 before me appeared Branch Springer
the person who signed this instrument and acknowledged that he signed it as a free act on behalf
of KENSINGTON WINDOWS, INC.

Lynette A. Keiser

Notary Public

(Seal)



ACKNOWLEDGED AND AGREED TO BY:

SM PA, LLC

By _____
Name:
Title:

Date _____, 2009
[ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, each Assignor, intending to be legally bound hereby, has duly executed this Assignment on the date first above written.

KENSINGTON WINDOWS, INC.

By _____
Name:
Title:

STATE OF _____ :

: ss.

COUNTY OF _____ :

On this ____ day of January __, 2009 before me appeared _____,
the person who signed this instrument and acknowledged that he signed it as a free act on behalf
of KENSINGTON WINDOWS, INC.

Notary Public

(Seal)

ACKNOWLEDGED AND AGREED TO BY:

SM PA, LLC

By _____


Name:

Title:

Date

January 13, 2009

[ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 003967 FRAME: 0776

Annex A

<u>Cou ntry</u>	<u>Type</u>	<u>Description</u>	<u>Reg/Pat #</u>	<u>Serial#</u>	<u>Filing Date</u>	<u>Issue Date</u>
US	Trademark	WINDTAMER	Reg/Pat # 3,184,408	Serial # 78/366,005	Filing Date 2/11/04	Issue Date 12/12/06
US	Trademark	KENSINGTON	Reg/Pat # 2,819,477	Serial # 76/512,828	Filing Date 4/21/03	Issue Date 3/2/04
		THE HIGH				
US	Trademark	PERFORMANCE	Reg/Pat # 2,852,960	Serial # 76/509011	Filing Date 4/21/03	Issue Date 6/15/04
		WINDOW PEOPLE				
US	Trademark	PRINCETON	Reg/Pat # 2,536,712	Serial # 76/295,997	Filing Date 8/8/01	Issue Date 2/5/02
US	Trademark	KINGSTON	Reg/Pat # 2,607,377	Serial # 76/295,996	Filing Date 8/8/01	Issue Date 8/13/02
US	Trademark	HUNTINGTON	Reg/Pat # 2,400,259	Serial # 75/878,524	Filing Date 12/23/99	Issue Date 10/31/00
US	Trademark	SUPER K 909	Reg/Pat # 2,310,309	Serial # 75/374,764	Filing Date 10/17/97	Issue Date 1/25/00
US	Trademark	KENSINGTON	Reg/Pat # 2,236,596	Serial # 75/385,999	Filing Date 11/6/97	Issue Date 4/6/99
US	Trademark	NATURAL FOAM	Reg/Pat # 2,278,810	Serial # 75/374,880	Filing Date 10/17/97	Issue Date 9/21/99
US	Trademark	SUPER K PLUS	Reg/Pat # 1,573,395	Serial # 73/800,667	Filing Date 5/11/89	Issue Date 12/26/89
US	Trademark	FORMULA "A" GLASS	Reg/Pat # 1,573,390	Serial # 73/799,465	Filing Date 5/11/89	Issue Date 12/26/89
US	Trademark	OPTIMA	Reg/Pat # 1,577,775	Serial # 73/799,322	Filing Date 5/11/89	Issue Date 1/16/90
US	Trademark	QUANTUM	Reg/Pat # 6,802,156	Serial # 10/154,003	Filing Date 5/23/02	Issue Date 10/12/04
US	Patent	HURRICANE				
US	Patent	RESISTANT WINDOW				
US	Patent	IMPACT RESISTANT				
US	Pending	GLASS UNIT	Matter # 36953	Serial # 10/734,836	Filing Date 12/12/03	