

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harris N.A., as successor by merger with Harris Trust and Savings Bank, as Agent		10/15/2009	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Eagle Window & Door, Inc.
Street Address:	Landerbrook Corporate Center One, 5900 Landerbrook Drive, Suite 280
Internal Address:	c/o Linsalata Capital Partners
City:	Mayfield Heights
State/Country:	OHIO
Postal Code:	44124
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1274757	EAGLE
Registration Number:	1405839	EAGLE WINDOWS-DOORS
Registration Number:	1598147	EAGLE
Registration Number:	1868306	EAGLE
Registration Number:	1686004	EAGLE
Registration Number:	1662477	AUTOLATCH
Registration Number:	1743934	DECORELLE
Registration Number:	1759176	MODERN DIVIDED LIGHTS
Registration Number:	1826370	EAGLE MAXIMIZER PLUS
Serial Number:	75041003	CLASSIC DIVIDED LIGHTS

CORRESPONDENCE DATA

900145356

**TRADEMARK
 REEL: 004078 FRAME: 0631**

CH \$265.00 1274757

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ATTORNEY DOCKET NUMBER:	1555374
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/15/2009

Total Attachments: 4
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**RELEASE AND REASSIGNMENT OF PATENT, TRADEMARKS
AND RELATED PROPERTY**

THIS RELEASE AND REASSIGNMENT OF PATENT, TRADEMARKS AND RELATED PROPERTY dated October 15, 2009 by HARRIS N.A., as successor by merger with Harris Trust and Savings Bank, as agent as hereinafter described;

W I T N E S S E T H:

WHEREAS, Harris N.A., as successor by merger with Harris Trust and Savings Bank ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent for the benefit of certain lenders (said Harris acting as such agent being hereinafter referred to as the "*Agent*") and Eagle Window & Door, Inc., a Delaware corporation ("*Assignor*") with its mailing address at c/o Linsalata Capital Partners, Landerbrook Corporate Center One, 5900 Landerbrook Drive, Suite 280, Mayfield Heights, Ohio 44124 are parties to a certain Contingent Patent, Trademark and License Agreement dated May 6, 2002 which was recorded in the United States Patent and Trademark Office on August 12, 2002 in Reel 2573, Frame 0228, and rerecorded in the United States Patent and Trademark Office on August 14, 2002 in Reel 013203, Frame 0570 (the "*Agreement*"), pursuant to which Assignor granted a security interest in and collateral assignment of certain patents, patent applications, trademarks, trademark registrations and trademark applications listed on Schedule A and Schedule B attached hereto and certain other property (collectively, the "*Property*"); and

WHEREAS, Assignor has requested that the Agent release its security interests in the Property and reassign the same to Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to Assignor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to the:

(i) patents and patent applications listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Patents*"); and

(ii) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and

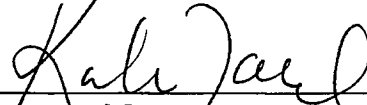
payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(iii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment of Patent, Trademarks and Related Property to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A., as successor by merger with
Harris Trust and Savings Bank, as Agent

By



Name Kathleen J. Jones

Title Managing Director

SCHEDULE A

U.S. PATENTS

PATENT NO.	PATENT DATE	TITLE
RE 31536	March 13, 1984	Metal Cladded Window Products

**SCHEDULE B
TRADEMARKS**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED U.S. TRADEMARKS	REGISTRATION NO.	DATE
Eagle	1274757	April 24, 1984
Eagle and Design	1405839	August 19, 1986
Eagle	1598147	May 29, 1990
Eagle & Design	1868306	December 20, 1994
Eagle	1686004	May 12, 1992
Autolatch	1662477	October 29, 1991
Decorelle	1743934	December 29, 1992
Modern Divided Lights	1759176	March 16, 1993
Eagle Maximizer Plus	1826370	March 15, 1994

PENDING U.S. TRADEMARK APPLICATIONS	APPLICATION NO.	APPLICATION DATE
Classic Divided Lights	041003	January 5, 1996