

**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
Wayne-Dalton Corp.		12/07/2009	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	Overhead Door Corporation
Street Address:	2501 South State Highway 121
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
Entity Type:	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3687264	AIRGUARD
Registration Number:	3696946	SMOKETITE
Serial Number:	77607709	PARTNER CONNECT
Registration Number:	2714704	EVERDOOR
Registration Number:	2817022	NEW ENGLAND DOOR
Registration Number:	2802255	NEW ENGLAND DOOR USA
Registration Number:	0510286	KINNEAR
Registration Number:	1425426	WAYNE DALTON
Registration Number:	1612651	SECUR-VENT
Registration Number:	2087192	AKBAR
Registration Number:	2045894	ATLER
Registration Number:	2411986	THERMOWAYNE
Registration Number:	2329700	THERMOSPAN
Registration Number:	2570603	TORQUEMASTER

CH \$565.00 3687264

Registration Number:	2431018	WAYNEGARD
Registration Number:	2431019	WAYNEMARK
Registration Number:	2733005	TENSION PRO
Registration Number:	3012486	U-TEST
Registration Number:	3414866	WINDSAFE
Registration Number:	3451092	DURACLEAN
Registration Number:	3555116	FIRESTAR
Registration Number:	3085844	FABRIC-SHIELD

**CORRESPONDENCE DATA**

Fax Number: (214)969-5100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-969-4864  
Email: mmcullen@jonesday.com  
Correspondent Name: Michelle McMullen, Jones Day  
Address Line 1: 2727 North Harwood Street  
Address Line 4: Dallas, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:	906429069005
NAME OF SUBMITTER:	Michelle McMullen
Signature:	/michelle mcmullen/
Date:	12/07/2009

Total Attachments: 11  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*"), dated as of December 7, 2009, is made and entered into by and among OVERHEAD DOOR CORPORATION, an Indiana corporation ("*ODC*"), Wayne Dalton Corp., an Ohio corporation ("*Wayne-Dalton*"), and the other entities listed on the signature pages hereto, each of which is directly or indirectly wholly owned by Wayne-Dalton as of the date hereof (such entities, together with Wayne-Dalton, the "*Sellers*").

### RECITALS:

- A. Sellers and ODC are parties to that certain Purchase Agreement, dated as of November 19, 2009 (the "*Purchase Agreement*").
- B. On the terms and subject to the conditions set forth in the Purchase Agreement, Sellers have agreed to sell, transfer, convey, assign and deliver to ODC all of Sellers' right, title and interest in, to and under the Assets, including the Door Intellectual Property, free and clear of all Liens except Permitted Liens.
- C. The Door Intellectual Property includes certain trade names, trademarks, trademark registrations and applications used in the operations of the Door Business and listed on Schedule A (the "*Transferred Marks*").
- D. The execution and delivery of this Agreement is a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ODC and Sellers hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignment. Sellers hereby sell, transfer, convey, assign and deliver to ODC all of Sellers' right, title and interest in and to the Transferred Marks, including the right, if any, to recover for any interference, infringement, misappropriation or violation prior to the Closing Date other than with respect to the Amarr Lawsuit and the Reexamination.
3. No Expansion of Rights. This Agreement, being further documentation of the conveyances, transfers, assignments and assumptions contemplated by the Purchase Agreement, neither expands upon nor limits the rights, benefits, responsibilities, liabilities or obligations of the Sellers, on the one hand, or ODC, on the other hand, under the Purchase Agreement.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Governing Law. This Agreement, including the interpretation, construction and validity hereof, shall be governed by the Laws of the state of Ohio.

7. Conflict with Purchase Agreement. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

**[SIGNATURE PAGES FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**SELLERS:**

WAYNE-DALTON CORP.

By: Thomas B Bennett III  
Name: Thomas B. Bennett III  
Title: President, W.D.

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared THOMAS B BENNETT III, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT, W.D. of Wayne-Dalton Corp., and that he signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E Muller  
Notary Public



EAGLE PARTNERS CAPITAL, LLC  
By: Hope Holdings Inc., its sole member

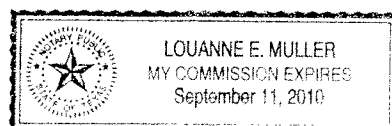
By: Thomas B. Bennett III  
Name: Thomas B. Bennett III  
Title: President, HFI

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared THOMAS B BENNETT III, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT of Hope Holdings Inc., the sole member of Eagle Partners Capital, LLC, and that he signed the foregoing instrument on behalf of said limited liability company and as the free act and deed of said limited liability company.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E Muller  
Notary Public



KINNEAR INDUSTRIES CORPORATION,  
LIMITED

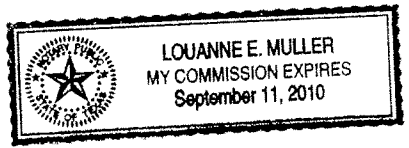
By: Thomas B. Bennett  
Name: Thomas B. Bennett III  
Title: President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared Thomas B. Bennett, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT of Kinnear Industries Corporation, Limited, and that he signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E. Muller  
Notary Public



HOPE HOLDINGS INC.

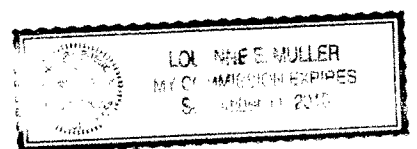
By: Thomas B. Bennett  
Name: Thomas B. Bennett III  
Title: President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared Thomas B. Bennett, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT of Hope Holdings, Inc., and that he signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E. Muller  
Notary Public



WAYNE-DALTON TRANSPORTATION LLC  
By: Wayne-Dalton Corp., its sole member

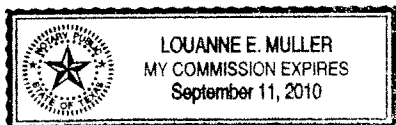
By: Thomas B. Bennett III  
Name: Thomas B. Bennett III  
Title: President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared THOMAS B. BENNETT, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT of Wayne-Dalton Corp., the sole member of Wayne-Dalton Transportation, LLC, and that he signed the foregoing instrument on behalf of said limited liability company and as the free act and deed of said limited liability company.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E. Muller  
Notary Public



NEW ENGLAND GARAGE DOOR, LTD.

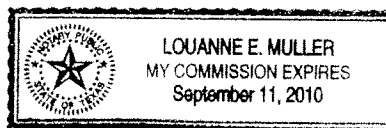
By: Robert Jeffrey Franklin  
Name: Robert Jeffrey Franklin  
Title: Manager

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared ROBERT J. FRANKLIN, to me personally known, who being by me duly sworn said and acknowledged that he is the MANAGER of New England Garage Door, Ltd., and that he signed the foregoing instrument on behalf of said limited liability company and as the free act and deed of said limited liability company.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E. Muller  
Notary Public



WD DISTRIBUTORS, INC.

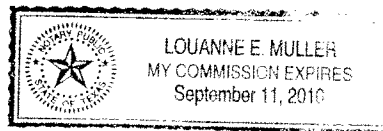
By: Thomas B. Bennett III  
Name: Thomas B. Bennett III  
Title: President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this the 7th day of December, 2009, before me personally appeared THOMAS B. BENNETT III, to me personally known, who being by me duly sworn said and acknowledged that he is the PRESIDENT of WD Distributors, Inc., and that he signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 7th day of December, 2009

Louanne E. Muller  
Notary Public





OVERHEAD DOOR CORPORATION

By: *Dennis Stone*

Name: Dennis Stone

Title: President and CEO

STATE OF TEXAS

)

)

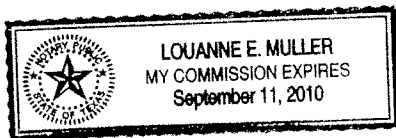
COUNTY OF DALLAS

)

On this the 7th day of December, 2009, before me personally appeared Dennis Stone, to me personally known, who being by me duly sworn said and acknowledged that he is the President and CEO of Overhead Door Corporation, and that he signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 7th day of December, 2009

*Louanne E. Muller*  
Notary Public



## SCHEDULE A

Mark	Country	Class	Serial / Reg No.	Record Owner
AIRGUARD	U.S.A.	CLASS 6	REGISTERED 3,687,264	Wayne-Dalton Corp.
SMOKETITE	U.S.A.	CLASS 6	REGISTERED 3,696,946	Wayne-Dalton Corp.
PARTNER CONNECT	U.S.A.	CLASS 35	SUSPENDED 77/607,709	Wayne-Dalton Corp.
EVERDOOR	U.S.A.	CLASS 19	REGISTERED 2,714,704	Wayne-Dalton Corp.
NEW ENGLAND DOOR	U.S.A.	CLASS 6, 9 & 19	REGISTERED 2,817,022	Wayne-Dalton Corp.
NEW ENGLAND DOOR USA (and design)	U.S.A.	Class 6, 9 & 19	REGISTERED 2,802,255	Wayne-Dalton Corp.
KINNEAR 5/31/49	U.S.A.	Class 19	REGISTERED 510,286	Wayne-Dalton Corp.
WAYNE DALTON	U.S.A.	Class 6 & 19	REGISTERED 1425426	Wayne-Dalton Corp.
SECUR-VENT 11/29/1989	U.S.A.	Class 6	REGISTERED 1612651	Wayne-Dalton Corp.
AKBAR 4/5/1996	U.S.A.	Class 19	REGISTERED 2087192	Wayne-Dalton Corp.
ATLER 4/5/1996	U.S.A.	Class 19	REGISTERED 2045894	Wayne-Dalton Corp.
THERMOWAYNE 5/20/1999	U.S.A.	Class 6	REGISTERED 2411986	Wayne-Dalton Corp.
THERMOSPAN	U.S.A.	Class 6	REGISTERED 2329700	Wayne-Dalton Corp.
TORQUEMASTER	U.S.A.	Class 7	REGISTERED 2570603	Wayne-Dalton Corp.
WAYNEGARD 8/30/1999	U.S.A.	Class 6	REGISTERED 2431018	Wayne-Dalton Corp.
WAYNE MARK	U.S.A.	Class 6	REGISTERED 2431019	Wayne-Dalton Corp.
TENSION PRO 7/18/2001	U.S.A.	Class 7	REGISTERED 2733005	Wayne-Dalton Corp.
U-TEST 1/10/2003	U.S.A.	Class 9	REGISTERED 3012486	Wayne-Dalton Corp.
WINDSAFE 9/13/2004	U.S.A.	Class 6	REGISTERED 3414866	Wayne-Dalton Corp.
DURACLEAN 2/15/2006	U.S.A.	Class 6	REGISTERED 3451092	Wayne-Dalton Corp.
FIRESTAR 2/28/2008	U.S.A.	Class 6	REGISTERED 3555116	Wayne-Dalton Corp.
CALECHE (Logo Jaune et Noir – Vignette)	European Union	Class 6, Class 9 Class 19	002860898	Wayne-Dalton Europe
PREMIUM GAMPRO (Logo Noir et Blanc –	FRANCE	Class 6, Class 9	063450922	Wayne-Dalton Europe

Mark	Country	Class	Serial / Reg No.	Record Owner
Vignette)		Class 19		
PREMIUM GAMPRO (Denomination)	FRANCE	Class 6, Class 9 Class 19	063450924	Wayne-Dalton Europe
WAYNE-DALTON CONFORT (denomination)	European Union	Class 6, Class 9 Class 19	002268605	Wayne-Dalton Europe
WAYNE-DALTON DIFFUSION (denomination)	European Union	Class 6, Class 9 Class 19	002268563	Wayne-Dalton Europe
Les Intégrales de WAYNE- DALTON (dénomination)	European Union	Class 6, Class 9 Class 19	002268571	Wayne-Dalton Europe
WAYNE-DALTON OPTIMAL (denomination)	European Union	Class 6, Class 9 Class 19	002268670	Wayne-Dalton Europe
WAYNE-DALTON EVOLUTION (dénomination)	European Union	Class 6, Class 9 Class 19	002416261	Wayne-Dalton Europe
WAYNE-DALTON PRESTIGE (denomination)	European Union	Class 6, Class 9 Class 19	002268910	Wayne-Dalton Europe
PUSH & PULL (denomination)	European Union	Class 6 Class 7 Class 9 Class 19	005586532	Wayne-Dalton Europe
WAYNE DALTON	United Arab Emirates	Class 6	Registered 7/9/2000 25092	Wayne-Dalton Corp.
FIRESTAR	United Arab Emirates	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	United Arab Emirates	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Australia	Class 6 & 9	Registered 1/4/1999 743431	Wayne-Dalton Corp.
FIRESTAR	Australia	Class 6	Registered 1274207	Wayne-Dalton Corp.
KINNEAR	Canada	Class 6	Registered 3/13/1948 29683	Wayne-Dalton Corp.
WAYNE DALTON	China	Class 6	Registered 5/28/1999 1279247	Wayne-Dalton Corp.
FIRESTAR	China	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	China	Class 6	Pending	Wayne-Dalton Corp.
THERMOSPAN	China	Class 6	Registered 3/7/2004	Wayne-Dalton Corp.
AKBAR	China	Class 6	Registered 3/7/2004 3363191	Wayne-Dalton Corp.
THERMOGARD	China	Class 6	Registered 3/7/2004 3363194	Wayne-Dalton Corp.
TORQUEMASTER	China	Class 6	Registered 4/14/2004 3363190	Wayne-Dalton Corp.

Mark	Country	Class	Serial / Reg No.	Record Owner
WAYNEGARD	China	Class 6	Registered 3/7/2004 3363193	Wayne-Dalton Corp.
WAYNEMARK	China	Class 6	Registered 3/7/2004 3363192	Wayne-Dalton Corp.
WAYNE DALTON	Czech Republic	Class 6 & 9	Registered 10/22/2001 237729	Wayne-Dalton Corp.
FIRESTAR	Czech Republic	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Czech Republic	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Europe	Class 6, 9 & 19	Registered 1/28/1998 25577	Wayne-Dalton Corp.
WAYNE DALTON	Great Britain	Class 6, 9 & 19	Registered 12/15/1995 2048697	Wayne-Dalton Corp.
FIRESTAR	Great Britain	Class 6	Registered 982168	Wayne-Dalton Corp.
SMOKETITE	Great Britain	Class 6	Registered 1000567	Wayne-Dalton Corp.
WAYNE DALTON	Hungary	Class 6 & 9	Registered 9/17/1997 154120	Wayne-Dalton Corp.
FIRESTAR	Hungary	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Hungary	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Japan	Class 6 & 9	Registered 9/1/2000 4413375	Wayne-Dalton Corp.
FIRESTAR	Japan	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Japan	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Korea	Class 33	Registered 11/26/1998 43112	Wayne-Dalton Corp.
FIRESTAR	Korea	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Korea	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON (STYLIZED)	Lithuania	Class 6 & 9	Registered 8/25/2000 37683	Wayne-Dalton Corp.
FIRESTAR	Lithuania	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Lithuania	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Mexico	Class 6	Registered 6/30/1998 581489	Wayne-Dalton Corp.
WAYNE DALTON (AND DESIGN)	Mexico	Class 6	Registered 8/26/1998 585482	Wayne-Dalton Corp.
FIRESTAR	Mexico	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Mexico	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Norway	Class 6 & 9	Registered 7/16/1998 191563 Pending	Wayne-Dalton Corp.
FIRESTAR	Norway	Class 6	Registered 982168	Wayne-Dalton Corp.
SMOKETITE	Norway	Class 6	Registered 1000567	Wayne-Dalton Corp.
WAYNE DALTON	Poland	Class 6	Registered	Wayne-Dalton Corp.

Mark	Country	Class	Serial / Reg No.	Record Owner
			139800	
FIRESTAR	Poland	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Poland	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Russia	Class 6 & 9	Pending	Wayne-Dalton Corp.
FIRESTAR	Slovak Republic	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Slovak Republic	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Slovak Republic	Class 6, 9 & 19	Registered 12/14/2001 197594	Wayne-Dalton Corp.
WAYNE DALTON	Saudi Arabia	Class 6	Registered 8/22/1999 48785	Wayne-Dalton Corp.
FIRESTAR	Saudi Arabia	Class 6	Pending	Wayne-Dalton Corp.
SMOKETITE	Saudi Arabia	Class 6	Pending	Wayne-Dalton Corp.
WAYNE DALTON	Switzerland and Liechtens	Class 6 & 9	Registered 9/29/1998 454815	Wayne-Dalton Corp.
WAYNE DALTON (STYLIZED LOGO)	Turkey	Class 6 & 9	Registered 3/10/1998 195192	Wayne-Dalton Corp.
FIRESTAR	International	Class 6	Registered 982168	Wayne-Dalton Corp.
SMOKETITE	International	Class 6	Registered 1000567	Wayne-Dalton Corp.
FABRIC-SHIELD	U.S.A.	Class 19	REGISTERED 3085844	Wayne-Dalton Corp.