### 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
International Aluminum Corporation		05/21/2010	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	International Architectural Group LLC	
Street Address:	767 Monterey Pass Road	
City:	Monterey Park	
State/Country:	CALIFORNIA	
Postal Code:	91754	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2827723	YOUR WINDOW TO THE WORLD
Registration Number:	2768461	STORM WALL
Registration Number:	2757536	STORM FRONT
Registration Number:	2266642	THE ALUMINIZER
Registration Number:	2282682	POLY-ALUMINIZER
Registration Number:	2330716	STRUCT-LINK
Registration Number:	3267683	ENERGY SHIELD

### **CORRESPONDENCE DATA**

Fax Number: (212)833-3610

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

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil, Gotshal et al

Address Line 1: 767 5th Avenue

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TRADEMARK

REEL: 004213 FRAME: 0899

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900163189

ATTORNEY DOCKET NUMBER:	54057.0008 - IP ASSIGN/VR	
NAME OF SUBMITTER:	Vindra Richter	
Signature:	/vindra richter/	
Date:	05/27/2010	
Total Attachments: 5 source=IP Assignment - IAC to LLC#page1.tif source=IP Assignment - IAC to LLC#page2.tif source=IP Assignment - IAC to LLC#page3.tif source=IP Assignment - IAC to LLC#page4.tif source=IP Assignment - IAC to LLC#page5.tif		

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), dated as of May 21, 2010 (the "<u>Effective Date</u>"), is made and entered into by and between International Architectural Group LLC, a Delaware limited liability company ("<u>Assignor</u>"), and International Management Services Group, Inc., a Delaware corporation ("<u>Assignee</u>").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption Agreement (the "<u>Agreement</u>"), dated as of the date hereof, pursuant to which, among other things, Assignor has agreed to assign and transfer to Assignee certain assets, including, without limitation, the Patents (as defined below) and the Marks (as defined below); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, all of Assignor's right, title and interest in and to the Patents and the Marks.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### 1. Definitions.

- (a) "Patents" means the issued patents and pending patent applications identified in Attachment A hereto.
- (b) "Marks" means the trademarks identified in <u>Attachment B</u> hereto, including, without limitation, all registrations and applications therefor.
- **2. Assignment.** Assignor hereby assigns, transfers, sells and conveys to Assignee all of its right, title and interest throughout the world in and to:
- (a) the Patents, as well as any reexaminations, extensions, substitutions and reissues thereof and any provisionals, divisionals, continuations, continuations-in-part and any other applications that claim priority from any of the Patents or any patents issuing on any of the Patents, including, without limitation, any foreign patent applications or issued patents, or certificates of invention corresponding thereto, and all rights, claims and privileges pertaining to any of the Patents, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain any of the Patents, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Patents; and
- (b) the Marks, as well as any renewals and extensions thereof, together with the goodwill of the business connected with the use of and symbolized by any of the Marks and all rights, claims and privileges pertaining to any of the Marks and the related goodwill, including, without limitation, the right to sue and recover damages for past, present and future

infringement, dilution or other violation or impairment of any of the Marks and the related goodwill and the right to prosecute and maintain trademark and service mark registrations and applications for any of the Marks.

- 3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State without giving effect to the principles of conflicts of law thereof.
- **5. Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

INTERNATIONAL ARCHITECTURAL GROUP

LLC

Name Jeffrey B. Parl

Title: Executive Vice President – Finance, Chief Financial Officer and Corporate Secretary

ASSIGNEE:

INTERNATIONAL MANAGEMENT SERVICES

GROUP, INC.

Namer lefter B Park

Title: Executive Vice President – Finance, Chief Financial Officer and Corporate Secretary

# Attachment A

## **Patents**

## **Issued Patents**

Patent No.	Issue Date ·	<u>Inventor(s)</u>	<u>Title</u>
6,829,868	12/14/2004		Glazing pane installation
D433,916	11/21/2000		Door latch with lever control
D433,917	11/21/2000		Clam shell handle latch, with keeper
D432,900	10/31/2000		Latch with recessed handle swing zone
D427,878	7/11/2000		Door latch with lever control
D424,406	05/09/2000		Convex surface latch
5,839,236	11/24/1998		Curtain wall integral drip system
D295,952	05/31/1988		Butt glaze glass clip

# **Pending Patent Applications**

Serial No.	Filing Date	Inventor(s)	<u>Title</u>
12/460,086	07/15/2009		High Performance Curtain Wall
10/983,185	11/8/2004		Vinyl Door – CLAD Vinyl to Aluminum

## **Attachment B**

## **Marks**

## Registered Trademarks

Registered Trademarks			
<u>Trademark</u>	Registration No.	Registration Date	
YOUR WINDOW TO THE WORLD	2,827,723	03/30/2004	
STORM WALL	2,768,461	09/23/2003	
STORM FRONT	2,757,536	08/26/2003	
THE ALUMINIZER	2,266,642	08/03/1999	
POLY-ALUMINIZER	2,282,682	10/05/1999	
STRUCT-LINK	2,330,716	03/21/2000	
ENERGY SHIELD	3,267,683	07/24/2007	

**Pending Trademark Applications** 

None.

**RECORDED: 05/27/2010**