

**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>
Apogee Enterprises, Inc.		08/30/2004	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prism Assurance, Ltd.		
<b>Street Address:</b>	76 St. Paul Street		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Burlington		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05401-4477		
<b>Entity Type:</b>	CORPORATION: VERMONT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1740208	HARMON GLASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-343-2178		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Elizabeth C. Buckingham		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Elizabeth C. Buckingham		
<b>Signature:</b>	/Elizabeth C. Buckingham/		
<b>Date:</b>	07/27/2010		

OP \$40.00 1740208

Total Attachments: 4

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## CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this "*Agreement*") is made and entered into by and between Apogee Enterprises, Inc., a Minnesota corporation ("*Apogee*"), and Prism Assurance, Ltd., a Vermont corporation ("*Prism*") effective as of August 30, 2004.

**WHEREAS**, Prism is a wholly owned subsidiary of Apogee; and

**WHEREAS**, Apogee is the owner of the HARMON trade name, trademarks, service marks, logos, designs, trade dress, slogans, and associated market intangibles listed on Exhibit A (hereinafter "*Harmon Marks*"); and

**WHEREAS**, Apogee desires to contribute to Prism, and Prism desires to receive from Apogee, the Harmon Marks.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements and the conditions set forth in this Agreement, Apogee and Prism hereby agree as follows:

### Article 1. Contribution of Certain Assets

1.1 Transfer by Apogee. Upon the terms and subject to the conditions of this Agreement and in reliance upon the agreements herein set forth, effective as of the date of this Agreement Apogee hereby contributes, transfers and assigns to Prism all of Apogee's right, title and interest, as of the date hereof, in and to the Harmon Marks.

1.2 Acceptance by Prism. Subject to the satisfaction of the terms and conditions of this Agreement and in reliance upon the agreements herein set forth, Prism hereby accepts from Apogee the Harmon Marks.

### Article 2. Miscellaneous

2.1 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced.

2.2 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

2.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

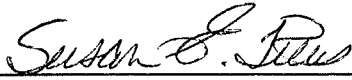
2.4 Complete Agreement. This Agreement and the Exhibits hereto, and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

2.5 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.


2.6 Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

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

**APOGEE ENTERPRISES, INC.**

By:   
Name: Susan E. Titus  
Title: Asst. Secretary

**PRISM ASSURANCE, LTD.**

By:   
Name: Gary R. Johnson  
Title: Treasurer

**Exhibit A**

**Common Law Trade Names**

**HARMON**

**Federally Registered Trademarks**

**HARMON CONTRACT**

**Reg. No. 1,803,420**

**HARMON GLASS**

**Reg. No. 1,740,208**