

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
American Exteriors, Inc.		07/31/2008	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Exteriors, LLC		
<b>Street Address:</b>	2200 Ross Ave., Ste. 3838		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2992151	ALL-AMERICAN WINDOW SYSTEM	
<b>Serial Number:</b>	78853566	AMERICAN EXTERIORS RIGHT WINDOW. CLEAR VALUE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)756-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147408113		
<b>Email:</b>	sthall@lockelord.com		
<b>Correspondent Name:</b>	Robin L. Barnes		
<b>Address Line 1:</b>	2200 Ross Ave., Ste. 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	010212000000		
<b>NAME OF SUBMITTER:</b>	Robin L. Barnes		
<b>Signature:</b>	/Robin L. Barnes/		
<b>Date:</b>	12/03/2010		

CH \$65.00 2992151

**Total Attachments: 4**

source=American Exteriors LLC Trademark Assignment#page1.tif

source=American Exteriors LLC Trademark Assignment#page2.tif

source=American Exteriors LLC Trademark Assignment#page3.tif

source=American Exteriors LLC Trademark Assignment#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 31st day of July, 2008, by American Exteriors, Inc., a Colorado corporation ("Assignor") with its place of business at 1169 West Littleton Blvd., Suite 160, Littleton CO 80120, to American Exteriors, LLC, a Delaware limited liability company ("Assignee"), with its place of business at 2200 Ross Avenue, Suite 3838, Dallas, Texas 75201.

WHEREAS, Assignor owns all of the rights, title, and interest in the marks, trademark registrations and trademark applications identified on Schedule A attached hereto, along with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of July 31, 2008 (the "Agreement"), pursuant to which Assignee is purchasing the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor grants, sells, assigns, transfers and conveys unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any reasonable actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon reasonable request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware (without regard to its choice of law principles).
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:  
American Exteriors, Inc.

By \_\_\_\_\_  
Laurence H. Meadows  
President

ASSIGNEE:  
American Exteriors, LLC

By Michael Bailey  
Name: Michael Bailey  
Title: VP + Secretary

**NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT**

STATE OF COLORADO )  
  )      ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of July, 2008, before me personally appeared Laurence H. Meadows, having the title President of American Exteriors, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:  
American Exteriors, Inc.

ASSIGNEE:  
American Exteriors, LLC

By [Signature]  
Laurence H. Meadows  
President

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

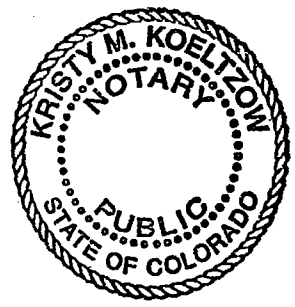
**NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT**

STATE OF COLORADO    )  
  )    ss.:  
COUNTY OF Denver    )

On this 30<sup>th</sup> day of July, 2008, before me personally appeared Laurence H. Meadows, having the title President of American Exteriors, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

[Signature]  
(Notary Public)

My Commission Expires:  
12/16/2009



*Signature Page to Trademark Assignment*

**SCHEDULE A**

**Trademarks**

<b>Jurisdiction</b>	<b>Trademark Name</b>	<b>Registration No./ Serial No.</b>	<b>Registration Date/ Filing Date</b>	<b>Class(es)</b>
U.S.	All-American Window System	2,992,151 78/426,483	9/6/2005 5/27/2004	19
U.S.	American Exteriors Right Window. Clear Value (and design)	78/853566	4/4/2006	19, 37