

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
Vitro America, LLC		06/17/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ACI Glass Products, LLC
Street Address:	965 Ridge Lake Blvd., Suite 300
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38120
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3604051	ENVISION THE POSSIBILITIES
Registration Number:	3719517	ENVISION
Registration Number:	3706471	E-GLAZE
Registration Number:	3706473	ENERGYGLAZE
Registration Number:	3709900	HEATPRO
Serial Number:	85181241	STRUCTURAL INTEGRITY ENTRANCES
Serial Number:	85120954	SOUND SAFE
Serial Number:	85181228	CLASSIC LINE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-6371
 Email: renee.prescan@kirkland.com
 Correspondent Name: Renee Prescan

900194931

**TRADEMARK
 REEL: 004566 FRAME: 0152**

CH \$215.00 3604051

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11180-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/20/2011

Total Attachments: 10

source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page1.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page2.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page3.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page4.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page5.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page6.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page7.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page8.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page9.tif
source=Assignment of Trademarks - ACI Glass Products, LLC - K&E Final - EXECUTED_(19213301_2)#page10.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 17, 2011, by and among Vitro America, LLC ("Vitro America"), a Delaware limited liability company and those affiliates of Vitro America that are signatories hereto (together with Vitro America, "Assignors"), and ACI Glass Products, LLC, a Delaware limited liability company f/k/a American Glass Enterprises, LLC ("Assignee").

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement dated as of June 8, 2011 (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, transfer, assign, convey, and deliver the Purchased Assets to Assignee, and Assignee has agreed to purchase or be assigned and assume or to cause one of its affiliates to purchase or be assigned and assume, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest of Assignors in, to or under the Purchased Assets upon the terms and subject to the conditions of the Asset Purchase Agreement;

WHEREAS, pursuant to Section 11.4(a) of the Asset Purchase Agreement, Assignee has assigned (i) to its affiliate, Binswanger Enterprises, LLC, a Delaware limited liability company, the right to purchase all of the Purchased Assets primarily related to the retail and installation of architectural glass for end users, commonly referred to as the "Binswanger glass business", (the "Binswanger Assets") and (ii) to its affiliate, Super Sky Products Enterprises, LLC, a Delaware limited liability company, the right to purchase all of the Purchased Assets owned by Super Sky International, Inc. and Super Sky Products, Inc. (the "Super Sky Assets", and together with the Binswanger Assets, collectively, the "Specified Assets"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors wish to sell, transfer, assign, convey and deliver to Assignee, and Assignee wishes to purchase and acquire from Assignors, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignors' right, title and interest in, to or under all Trademarks owned, leased, licensed, used or held for use in, or relating to, the Business other than the Specified Assets, including but not limited to the Trademark registrations and Trademark applications set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks").

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

Assignors hereby sell, transfer, assign, convey and deliver to Assignee, and its successors, assigns, and legal representatives their entire right, title and interest in and to the Assigned Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith or symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the

use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, claims, and payments with respect thereto due or payable as of the Closing Date or thereafter, and in and to all causes of action, including, without limitation, all causes of action (either in law or equity) and claims for damages by reason of past, present or future infringement, dilution or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 2.6 of the Asset Purchase Agreement is hereby incorporated herein by reference. In the event of a conflict between the terms and conditions of the Asset Purchase Agreement and the terms and conditions of this Assignment, the terms and conditions of the Asset Purchase Agreement shall control.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the entire right, title and interest in and to the Assigned Trademarks.


This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the parties hereto. Delivery of an executed counterpart of a signature page to this Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the Closing Date.

ASSIGNEE:

ACI GLASS PRODUCTS, LLC
f/k/a AMERICAN GLASS ENTERPRISES,
LLC

By:  _____

Name: Aaron Wolfe

Title: Vice President

ASSIGNORS:

VVP HOLDINGS, LLC

By: _____

Name: _____

Title: _____

VITRO AMERICA, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the Closing Date.

ASSIGNEE:

ACI GLASS PRODUCTS, LLC
f/k/a AMERICAN GLASS ENTERPRISES,
LLC

By: _____

Name: Aaron Wolfe

Title: Vice President

ASSIGNORS:

VVP HOLDINGS, LLC

By: _____

Name: Arturo Carrillo

Title: President and Chief Executive Officer

VITRO AMERICA, LLC

By: _____

Name: Arturo Carrillo

Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004566 FRAME: 0157

SUPER SKY INTERNATIONAL, INC.

By: 

Name: Arturo Carrillo

Title: Vice President

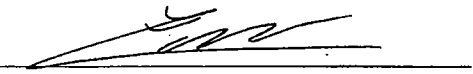
SUPER SKY PRODUCTS, INC.

By: 

Name: Arturo Carrillo

Title: Vice President

VVP FUNDING CORPORATION

By: 

Name: Arturo Carrillo

Title: President and Chief Executive Officer

VVP FINANCE CORPORATION

By: 

Name: Arturo Carrillo

Title: President and Chief Executive Officer

STATE OF New York)
) SS.
COUNTY OF New York)

On this _____ day of _____, there appeared before me Adam Wolfe,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Assignee.

Notary Public

STEVEN MILLER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01M6081086
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES 9/30/2014

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of VVP Holdings, LLC.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Vitro America, LLC.

Notary Public

[Trademark Assignment]

TRADEMARK
REEL: 004566 FRAME: 0159

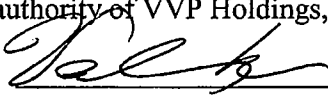
STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Assignee.

Notary Public

STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of VVP Holdings, LLC.



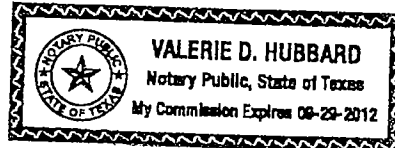
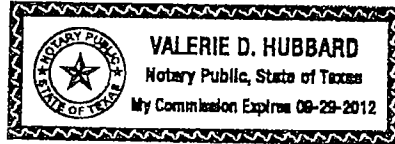
Notary Public

STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Vitro America, LLC.



Notary Public

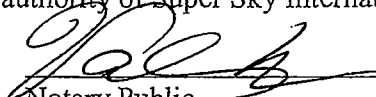


[Trademark Assignment]

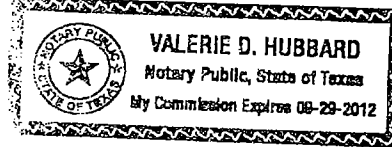
TRADEMARK
REEL: 004566 FRAME: 0160

STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Super Sky International, Inc.

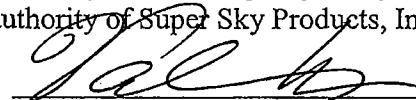


Notary Public

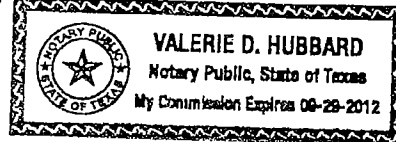


STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Super Sky Products, Inc.

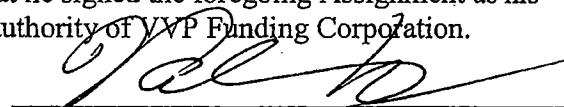


Notary Public

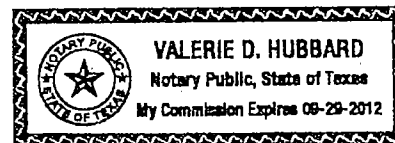


STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of VVP Funding Corporation.



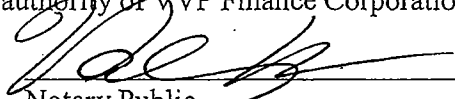
Notary Public



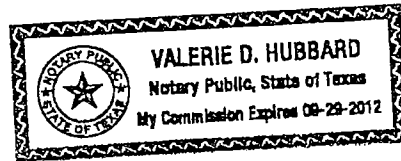
[Trademark Assignment]

STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this 15th day of June, there appeared before me Arturo Carrillo, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of VVP Finance Corporation.



Notary Public



[Trademark Assignment]

TRADEMARK
REEL: 004566 FRAME: 0162

SCHEDULE A
TRADEMARKS

Assignor	Description	Registration Number	Issue Date	Country
VVP Finance Corporation	ACI Distribution (with design)	2,103,016	10/7/1997	USA
VVP Finance Corporation	Scargard	1,960,132	03/05/1996	USA
VVP Finance Corporation	M-Pactsafe	3,248,268	05/29/2007	USA
Vitro America, LLC	Envision the possibilities	3,604,051	04/07/2009	USA
Vitro America, LLC	Envision	3,719,517	12/01/2009	USA
Vitro America, LLC	E-Glaze	3,706,471	11/03/2009	USA
Vitro America, LLC	Energyglaze	3,706,473	11/03/2009	USA
Vitro America, LLC	Heatpro	3,709,900	11/10/2009	USA
<i>Pending Trademark Applications</i>				
Vitro America, LLC	Structural Integrity Entrances	Pending trademark app. 85-181241	11/19/2010	USA
Vitro America, LLC	Sound Safe	Pending trademark app. 85-120954	09/01/2010	USA
Vitro America, LLC	Classic Line	Pending trademark app. 85-181228	11/19/2010	USA

[Trademark Assignment]