

**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>
VVP Finance Corporation		06/17/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Binswanger Enterprises, LLC		
<b>Street Address:</b>	965 Ridge Lake Blvd., Suite 300		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38120		
<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>	1669313	BINSWANGER GLASS	
<b>Registration Number:</b>	1669460	BINSWANGER MIRROR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	11180-4 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		

CH \$65.00 1669313

Date:

06/20/2011

**Total Attachments: 10**

source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page1.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page2.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page3.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page4.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page5.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page6.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page7.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page8.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_2)#page9.tif  
source=Assignment of Trademarks - Binswanger Enterprises, LLC - K&E Final - EXECUTED\_(19213321\_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 Binswanger Enterprises, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignors and ACI Glass Products, LLC, a Delaware limited liability company f/k/a American Glass Enterprises, LLC ("ACI"), 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 ACI, and ACI 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, ACI has assigned to its affiliate, Assignee, 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 Business"); 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 Binswanger Business, 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:

BINSWANGER ENTERPRISES, LLC

By:  \_\_\_\_\_

Name: Aaron Wolfe

Title: Vice President

ASSIGNORS:

VVP HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

VITRO AMERICA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUPER SKY INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark 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:

BINSWANGER 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

SUPER SKY INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: Arturo Carrillo

Title: Vice President

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 004566 FRAME: 0190**


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

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 004566 FRAME: 0191**

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me Aaron 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. 01M16081086**  
**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: 0192**



STATE OF )  
 ) SS.  
COUNTY OF )

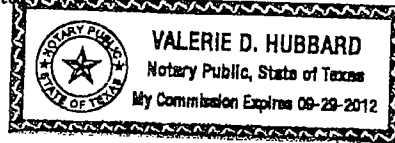
On this \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

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

STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 15 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.

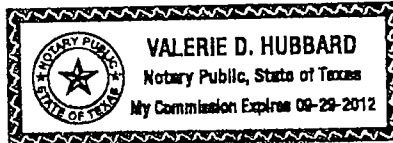
Valerie D. Hubbard  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 15 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.


Valerie D. Hubbard  
\_\_\_\_\_  
Notary Public

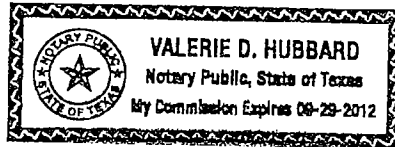


[Trademark Assignment]

STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 15 day of June, there appeared before me Arturo Camillo, 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.

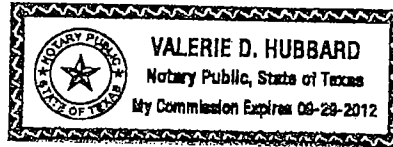
  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

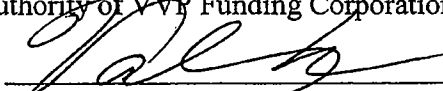
On this 15 day of June, there appeared before me Arturo Camillo personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Super Sky Products, Inc.

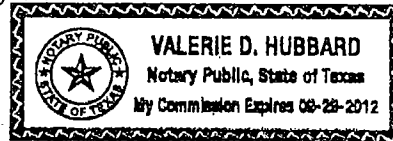
  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

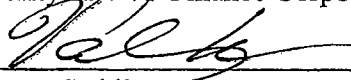
On this 15 day of June, there appeared before me Arturo Camillo, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of VVP Funding Corporation.

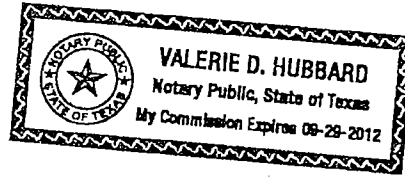
  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 15 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: 0195

**SCHEDULE A**

**TRADEMARKS**

<b>Assignor</b>	<b>Description</b>	<b>Registration Number</b>	<b>Issue Date</b>	<b>Country</b>
VVP Finance Corporation	Binswanger Glass (with design)	1,669,313	12/24/1991	USA
VVP Finance Corporation	Binswanger Mirror (with design)	1,669,460	12/24/1991	USA

[Trademark Assignment]