

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
Super Sky Products, Inc.		06/17/2011	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Super Sky Products Enterprises, LLC		
Street Address:	10301 North Enterprise Drive		
City:	Mequon		
State/Country:	WISCONSIN		
Postal Code:	53092		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0843096	SUPER SKY	
Registration Number:	2963179	S SUPER SKY	
Registration Number:	1545397	SUPER SKY	
Registration Number:	2540825	THE EDGE MAX	
Registration Number:	2457777	THE EDGE	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
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		

CH \$140.00 0843096

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/20/2011
<p>Total Attachments: 10</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page1.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page2.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page3.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page4.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page5.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page6.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page7.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page8.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page9.tif</p> <p>source=Assignment of Trademarks - Super Sky Products Enterprises, LLC - K&E Final - EXECUTED_(19213374_2) #page10.tif</p>	

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 Super Sky Products 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 owned by Super Sky International, Inc. and Super Sky Products, Inc. (the "Super Sky 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 Super Sky 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:

SUPER SKY PRODUCTS 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: _____

[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:

SUPER SKY PRODUCTS 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: 0215

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: 0216

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]

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.

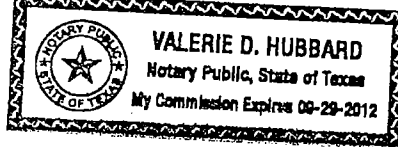
Notary Public

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.

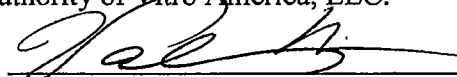


Notary Public

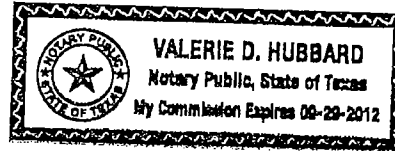


STATE OF Texas)
) SS.
COUNTY OF Dallas)

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.



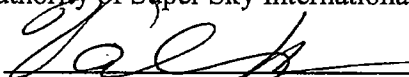
Notary Public



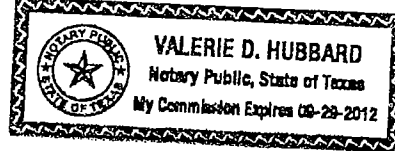
[Trademark Assignment]

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

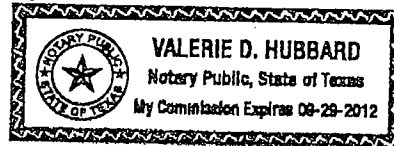


STATE OF Texas)
) SS.
COUNTY OF Dallas)

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.

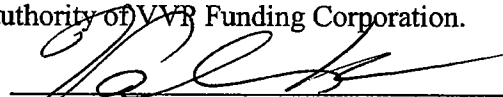


Notary Public

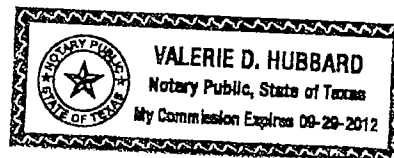


STATE OF Texas)
) SS.
COUNTY OF Dallas)

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 VVR Funding Corporation.



Notary Public



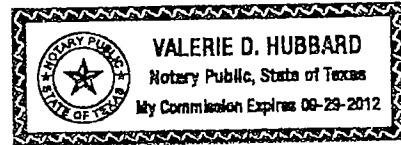
[Trademark Assignment]

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: 0220

SCHEDULE A
TRADEMARKS

Assignor	Description	Registration Number	Issue Date	Country
Super Sky Products, Inc.	Super Sky and design	843,096	01/30/1968	USA
Super Sky Products, Inc.	S-Super Sky and design	2,963,179	06/21/2005	USA
Super Sky Products, Inc.	Super Sky	1,545,397	06/27/1989	USA
Super Sky Products, Inc.	Super Sky	1,589,066	04/17/1995	Argentina
Supr Sky Products, Inc.	Super Sky	A 488351	06/02/1988	Australia
Supr Sky Products, Inc.	Super Sky	TMA 361361	10/27/1989	Canada
Supr Sky Products, Inc.	Super Sky	1,528,706	02/28/2001	People's Republic of China
Super Sky Products, Inc.	The Edge Max	2,540,825	02/19/2002	USA
Super Sky Products, Inc.	The Edge	2,457,777	06/5/2001	USA
Supr Sky Products, Inc.	Super Sky	816033331	06/09/1992	Brazil
Supr Sky Products, Inc.	Super Sky	B06461/1995	06/07/1988	Hong Kong

[Trademark Assignment]