

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
Hurd Windows & Doors, Inc.		12/12/2008	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	HWD Acquisition, Inc.		
Doing Business As:	DBA Hurd Windows and Doors		
Street Address:	575 South Whelen Avenue		
City:	Medford		
State/Country:	WISCONSIN		
Postal Code:	54451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3451775	HURD	
Registration Number:	2068703	HURD	
Registration Number:	3356773	HURD FEELSAFE	
Registration Number:	3658697	H3	
CORRESPONDENCE DATA			
Fax Number:	(715)845-2718		
Phone:	715-845-4336		
Email:	slipowski@ruderware.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Steven P. Lipowski		
Address Line 1:	P.O. Box 8050		
Address Line 4:	Wausau, WISCONSIN 54402-8050		
NAME OF SUBMITTER:	Steven P. Lipowski		

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Signature:	/Steven P. Lipowski/
Date:	02/08/2012
Total Attachments: 5 source=HWD Assignments (W0400432)#page1.tif source=HWD Assignments (W0400432)#page2.tif source=HWD Assignments (W0400432)#page3.tif source=HWD Assignments (W0400432)#page4.tif source=HWD Assignments (W0400432)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of December 2008 (the "Effective Date"), by Hurd Windows & Doors, Inc., an Iowa corporation, as a debtor and a debtor-in-possession ("Assignor") in favor of HWD Acquisition, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not defined have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefor that are listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, Assignor and the other parties thereto have entered into an Asset Purchase and Sale Agreement, dated as of October 15, 2008 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, among other things, all Intellectual Property in which Assignor has an interest, including without limitation the Marks, as of the Effective Date;

WHEREAS, Assignor is desirous of assigning and Assignee is desirous of obtaining all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

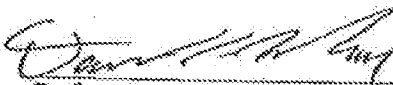
1. Assignor hereby assigns, transfers and conveys unto Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.
2. Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Marks.
3. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above, with effect as of the Effective Date, which such Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

HURD WINDOWS & DOORS, INC.

By: 
Name: DAVID S. MULCAHY
Title: CHAIRMAN

ASSIGNEE:

HWD ACQUISITION, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

NY477273.3/1835-00030

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above, with effect as of the Effective Date, which such Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

HURD WINDOWS & DOORS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

HWD ACQUISITION, INC.

By: _____
Name: Leon Kamsov
Title: Vice president

[Signature Page to Trademark Assignment Agreement]

NY477273.3/1835-00030

EXHIBIT A

Trademark Applications and Registrations

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
Hurd	United States	2,068,703	06/10/1997	Registered
Hurd (stylized)	United States	3,451,775	6/24/2008	Registered
Hurd & Design	Mexico	416703	06/22/1992	Registered
Hurd Windows & Design	United States	2,305,093	01/04/2000	Registered
Hurd Performancewood	United States	(76/527,865)	(06/26/21003)	Pending
Hurd Feelsafe	United States	3,356,773	12/18.2007	Pending
Buffalo Design	Argentina	1740609	06/18/1999	Unknown
Buffalo Design	Brazil	(820823961)	(06/0411998)	Unknown
Buffalo Design	Chile	528925	12/01/1998	Unknown
Buffalo Design	Paraguay	211804	03/16/1999	Unknown
Buffalo Design	Uruguay	302454	10/15/1998	Unknown
H3	United States	77/248,237)	08/07/2007	Pending
Hurd	Argentina	1723756	03/02/1999	Unknown
Hurd	Brazil	820823929	(06/04/1998)	Unknown
Hurd	Chile	532286	01/15/1999	Unknown
Hurd	China	1063332	07/28/1997	Unknown

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Hurd	European Union (CT)	644146	08/09/1999	Registered
Hurd	Malaysia	9604034	(04/17/1996)	Unknown
Hurd	Paraguay	211803	03/16/1999	Unknown
Hurd	Uruguay	302455	10/16/1998	Unknown
Hurd Wood Window & Design	Argentina	(2025466)	(03/13/1996)	Unknown
Hurd Wood Windows & Design	China	1074308	07/14/1997	Unknown
Hurd Wood Windows & Design	Malaysia	96004035	04/18/2000	Unknown
Hurd Wood Windows & Design	United States	2,056,907	04/29/1997	Cancelled 01/31/2004
In-Sol Edge	United States	1,787,504	08/10/1993	Cancelled 05/15/2004
Insol-8	United States	1,640,504	04/09/1991	Registered
Monument	United States	(77/337,332)	(11/27/2007)	Pending
Monument	Argentina	(2140640)	(03/26/1998)	Unknown
Monument	Brazil	(820823937)	(06/04/1998)	Unknown
Monument	Chile	(410508)	(04/02/1998)	Unknown
Monument	Paraguay	02/22/1999	02/22/1999	Unknown
Monument	Uruguay	(302456)	(03/26/1998)	Unknown
When You're Serious About Windows	United States	1,895,872	05/30/1995	Registered
When You're Serious About Wood Windows	United States	(74/216,268)	10/25/1991	Abandoned 2/15/1994

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