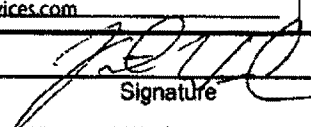


Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

1-10-12		01/10/2012		SHEET 1 OF 1	
To the Director of the U. S. Patent and Trademark Office		103638954		Additional documents or the new address(es) below.	
1. Name of conveying party(ies)  Erickson Supply and Construction Company, Inc.		Name of receiving party(ies)  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name: <u>Windows USA, LLC</u>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Arkansas</u> <input type="checkbox"/> Other _____		Internal Address: _____		Street Address: <u>235 Sunshine Rd.</u>	
Citizenship (see guidelines) <u>United States</u>		City: <u>Royal</u>		State: <u>Arkansas</u>	
Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Country: <u>United States</u> Zip: <u>71968</u>		<input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC 01/11/2012</u> Citizenship <u>Arkansas</u>	
3. Nature of conveyance /Execution Date(s): Execution Date(s) <u>January 2, 2012</u>		Refund Ref: _____		<input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC 01/11/2012</u> Citizenship <u>Arkansas</u>	
<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC 01/11/2012</u> Citizenship <u>Arkansas</u>		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and identification or description of the Trademark.		A. Trademark Application No.(s)		B. Trademark Registration No.(s)	
See Exhibit A to attached Trademark Assignment.		See Exhibit A to attached Trademark Assignment.		See Exhibit A to attached Trademark Assignment.	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):		See Exhibit A to attached Trademark Assignment.		Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name & address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved:		3	
Name: <u>Vincent M. Ward, Wolff Law Firm PA</u>		7. Total fee (37 CFR 2.6(b)(6) & 3.41)		\$ 120.00	
Internal Address: _____		<input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed		8. Payment Information:	
Street Address: <u>900 S. Shackelford Rd, Ste. 401</u>		<input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed		<u>01/11/2012 DTINBERL 00000012 78871950</u> <u>01 FC:8521</u> <u>02 FC:4522</u> 48.00 DP Deposit Account Number _____      58.00 DP Authorized User Name _____	
City: <u>Little Rock</u>		9. Signature:		<u>January 6, 2012</u> Date	
State: <u>Arkansas</u> Zip: <u>72211</u>		 Signature <u>Vincent M. Ward</u> Name of Person Signing		Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5	
Phone Number: <u>501-954-8000 Ext. 114</u>					
Fax Number: <u>866-419-1601</u>					
Email Address: <u>vward@penservices.com</u>					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Exhibit A to Trademark Assignment**

**Erickson's Supply and Construction, Inc.**

<b>Docket</b>	<b>Mark Description</b>	<b>Serial Number Filed</b>	<b>Reg. Number</b>
WMI 007 T2	Alaskan Vinyl Thermal Windows w/ Design Mark	78871950	3272158
WMI 008 T2	ALASKAN /w Design Mark	78871920	3213110
WMI 009 72	Windows USA w/ Design Mark	76159439	2611832

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (“Assignment”) is by and between Erickson Supply and Construction Company, Inc., a corporation formed in accordance with the laws of Arkansas (the “Assignee”), and Windows USA, LLC, a limited liability company formed in accordance with the laws of Arkansas (the “Assignor”).

WHEREAS, Assignor is the owner of the trademark registrations (collectively, the “Trademark Registrations”) for various trademarks and service marks (“Trademarks”), with such Trademark Registrations being set forth on Exhibit A attached hereto; and

WHEREAS, Assignee desires to acquire Assignor’s interest in and to the Trademark Registrations and underlying Trademarks in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the Assignor’s entire right, title, interest in and to the Trademark Registrations and the underlying Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any Trademark Registrations), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Trademark Registrations.

**THE PARTIES AGREE THAT THE TRADEMARK REGISTRATIONS AND TRADEMARKS ARE BEING ASSIGNED ON AN “AS IS” BASIS, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO. FOR EXAMPLE, ASSIGNOR DOES NOT REPRESENT OR WARRANT THAT THE TRADEMARKS, WHEN USED WITH ANY GOODS OR SERVICES, WILL BE FREE FROM CLAIMS OF INFRINGEMENT BY THIRD PARTIES OR THAT THE TRADEMARKS OR TRADEMARK REGISTRATIONS ARE VALID AND ENFORCEABLE AGAINST ANY THIRD PARTIES.**

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all

such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

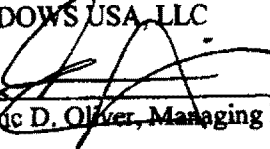
ASSIGNOR

Erickson Supply and Construction Company, Inc.

By:   
Its: President

ASSIGNEE

WINDOWS USA, LLC

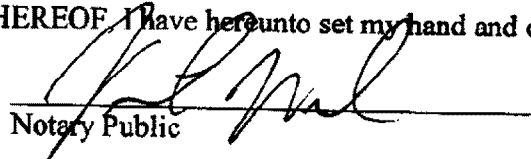
By:   
Eric D. Oliver, Managing Member

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  )SS.  
COUNTY OF Pulaski    )

On this 2nd day of January, 2012, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Russell Erickson, to me personally well known, who stated that he was the president of Erickson Supply and Construction Company, Inc., an Arkansas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

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

