

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2)

01/10/2012

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

1-10-12

103638955

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Window Mart Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Arkansas
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Window Mart Manufacturing, LLC
 Internal Address: _____
 Address: _____
 Street Address: 5760 Albert Pike
 City: Royal
 State: Arkansas
 Country: United States Zip: 71968

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 2, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

Other LLC Refund Ref: Citizenship United States
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes 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)
See Exhibit A to attached Trademark Assignment.

B. Trademark Registration No.(s)
See Exhibit A to attached Trademark Assignment.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Exhibit A to attached Trademark Assignment.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Vincent M. Ward, Wolff Law Firm PA
 Internal Address: _____
 Street Address: 900 S. Shackelford Rd, Ste. 401
 City: Little Rock
 State: Arkansas Zip: 72211
 Phone Number: 501-954-8000 Ext. 114
 Fax Number: 866-419-1601
 Email Address: vward@peoservices.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

01/11/2012 DTIMBERL 00000011 75437807
 01 FC:8521 40.00 OP
 Deposit Account Number _____ 100.00 OP
 Authorized User Name _____

9. Signature: January 5, 2012
 Signature Date
 Vincent M. Ward
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

Window Mart, Inc.

Docket	Mark Description	Serial Number Filed	Reg. Number
WMI 002 72	"Window Dan Windowman" w/ Design Mark	75437807	2297495
WMI 003 T2	"Window Mart" w/ Design Mark	75438054	2330789
WMI 004 T2	"Building Tomorrow's Better Windows Today"	75437618	2232137
WMI 005 T2	"Windows That Work"	75474275	2262793
WMI 006 T2	Design Mark	78835540	3279640

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Window Mart, Inc., a corporation formed in accordance with the laws of Arkansas (the "Assignee"), and Window Mart Manufacturing, 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

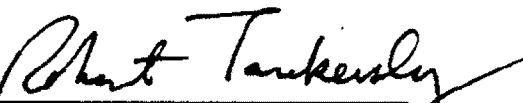
Window Mart, Inc.

By: 

Title: President

ASSIGNEE

Window Mart Manufacturing, LLC

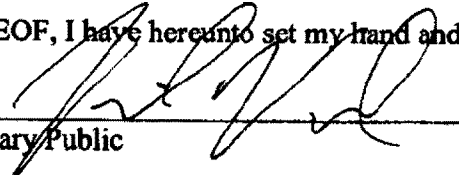
By: 
Robert A. Tankersley, Managing Member

ACKNOWLEDGMENT

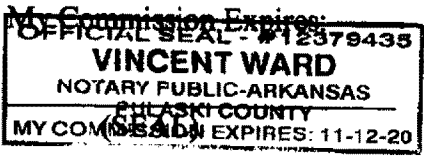
STATE OF ARKANSAS)
)SS.
COUNTY OF Pulaski)

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 Kirk Erickson, to me personally well known, who stated that he was the president of Window Mart, 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



ATTN: Mary Benton

Vincent M. Ward
Wolff Law Firm, P.A.
900 S. Shackleford, Suite 401
Little Rock, Arkansas 72211
(501) 954-8000 X114
(866) 419-1601 F

<input checked="" type="checkbox"/> Description: wolff-law-firm-little-rock
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IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, you are informed that, unless specifically indicated otherwise, any U.S. federal tax advice contained in this communication (including any attachment) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code that may be imposed on a taxpayer, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in this document. You should seek advice based on your particular circumstances from an independent tax advisor.

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