

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|----------------------------|
| FARLEY WINDOOR LTD. | | 02/26/2013 | limited company: CANADA |
| FARLEY WINDOWS, U.S.A., INC. | | 02/26/2013 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | FARLEY GROUP, INC. |
| Street Address: | 300 MacDonald Boulevard |
| City: | Alexandria, Ontario |
| State/Country: | CANADA |
| Postal Code: | K0C 1A0 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Serial Number: | 85658825 | BONNEVILLE SOLUTIONS |
| Serial Number: | 85658809 | DUALGLIDE |
| Serial Number: | 85637198 | ENERGLIDE |
| Serial Number: | 85767366 | FARLEY |
| Serial Number: | 85767374 | SINCE 1952 FARLEY WINDOWS & DOORS |
| Serial Number: | 85658836 | SOLUTIONS BONNEVILLE BONNEVILLE SOLUTIONS |
| Registration Number: | 3174397 | BONNEVILLE WINDOWS AND DOORS |
| Registration Number: | 3051447 | ENJOY THE VIEW |
| Registration Number: | 3341766 | EVERGLIDE |
| Registration Number: | 3341767 | SUREGLIDE |

CORRESPONDENCE DATA

CH \$265.00 85658825

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (614) 464-6424
Email: iplaw@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255
Address Line 2: IPLaw@Vorys
Address Line 4: Columbus, OHIO 43216-2255

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|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 6424-049089-13FARLEYASSIG |
|-------------------------|---------------------------|

DOMESTIC REPRESENTATIVE

Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255
Address Line 2: IPLaw@Vorys
Address Line 4: Columbus, OHIO 43216-2255

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | Joan C. Makley |
|--------------------|----------------|

| | |
|------------|------------------|
| Signature: | /Joan C. Makley/ |
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|-------|------------|
| Date: | 02/26/2013 |
|-------|------------|

Total Attachments: 5
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source=Assignment of IP from Farley Windoor Ltd and Farley #page5.tif

ASSIGNMENT

THIS AGREEMENT effective as of the 26th day of February, 2013.

B E T W E E N :

**FARLEY WINDOOR LTD. and FARLEY WINDOWS,
U.S.A., INC.**

(the "Assignor")

- and -

FARLEY GROUP INC.

(the "Assignee")

WHEREAS:

A. **WHEREAS** on November 26, 2012, the Assignor made an application under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C.-36, as amended (the "**Filing Date**") and an interim Order (the "**Interim Order**") was rendered by the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granting, *inter alia*, a stay of proceedings against the Assignor, which stay of proceedings was extended on November 30, 2012, pursuant to an initial Order of the Court (the "**Initial Order**"), and appointing Ernst & Young Inc. as the monitor (the "**Monitor**"). The foregoing proceedings are referred to herein as the "**CCAA Proceedings**".

B. **AND WHEREAS** pursuant to the Initial Order, the Assignor and the Monitor obtained authorization from the Court to conduct a sale and investor solicitation process with a view to obtaining offers to: (i) acquire all, substantially all, or a portion of the property and assets of the Assignor; or (ii) make an investment in, or refinance the business of the Assignor, all subject to the approval of the Court pursuant to an Approval and Vesting Order (as defined herein) in the case of a sale;

C. **AND WHEREAS** in connection therewith, the Assignor, as Vendor, the Assignee, as Purchaser, entered into an asset purchase agreement made as of February 15, 2013 (the "**APA**") wherein the Assignor has agreed to sell, and the Assignee has agreed to purchase, all of the Assignor's right, title and interest in and to the Purchased Assets; and

D. **AND WHEREAS** as agreed pursuant to the terms of the APA, the Assignor, the full post office address of whose principal office or place of business is 300 MacDonald Boulevard, Alexandria, ON, K0C 1A0, and who is the owner of the Intellectual Property, including the Trade-marks applied for or registered under the numbers and on the dates indicated in Schedule "A" hereto, wishes to assign its right, title and interest in and to the Intellectual Property including the Trade-marks to the Assignee, the full post office address of whose principal office or place of business is 300 MacDonald Boulevard, Alexandria, ON, K0C 1A0;

NOW THEREFORE in consideration of the premises herein and other good and valuable consideration (the receipt of which each party acknowledges), the parties hereby covenant and agree as follows:

1. **Definitions:** In this Assignment Agreement:

“Assignee” means Farley Group Inc. or its designee;

“Assignor” means Farley WinDoor Ltd. and Farley Windows, U.S.A., Inc.;

“**Intellectual Property**” means all of the Assignor’s intellectual property, including, without limitation, (i) copyrights, (ii) patents, (iii) trademarks, trade names, domain names, business names, trade styles, logos and all other forms of business identifiers, and (iv) trade secrets and all other confidential information and data in any form or format including without limitation, all know-how obtained, developed or used in or contemplated at any time for use in the business, affairs undertaking and operations of the Assignor including, without limitation, the intellectual property listed in the Schedules hereto; and

“**Trade-marks**” has the meaning ascribed in paragraph 2(b) hereto.

2. **Assignment.** The Assignor hereby confirms that the Assignor has sold, assigned and transferred and by these presents does hereby sell, assign, transfer and convey over absolutely to the Assignee and its successors and assigns all of the right, title and interest of the Assignor in and to the Intellectual Property, including, without limitation, the right, title and interest of the Assignor in and to:

- (a) the copyrights;
- (b) the industrial designs, patents and patent applications;
- (c) the trade-marks listed on the attached Schedule “A” (the “**Trade-marks**”), together with all trade-mark applications and registrations for the Trade-marks, the benefit of any use of the Trade-marks, and all goodwill of the business relating to the Trade-marks;
- (d) trade secrets;
- (e) the copyright in the design elements, if any, of the Trade-marks; and
- (f) all income, royalties, damages, profits and payments now or hereafter due or payable with respect to the foregoing, and to all causes of action and the right to sue, counterclaim and recover for past, present and future infringement or unauthorized use of the rights and interests assigned under this Assignment,


together with all right of action resulting from any adverse use of the Trade-marks or Intellectual Property or any confusingly similar Trade-marks and the right to claim such

relief, as appropriate, with that right, title and interest to be held by Assignee as fully and effectively it would have been held by the Assignor had this assignment not been made.

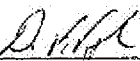
3. **As is, where is.** The Assignee acknowledges to and in favour of the Assignor that the Assignor has made no representations, warranties, covenants or promises whatsoever in respect of the Intellectual Property, that this Assignment is being made on an "as is, where is" basis and the Assignee has conducted its own investigations in respect of the Intellectual Property and has satisfied itself in respect of all matters respecting the Intellectual Property.
4. **Enurement.** This Agreement shall enture to the benefit of and be binding upon the Assignor and the Assignee and their respective successors and assigns.
5. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
6. **Counterparts.** This Agreement may be executed in two or more counterparts (and may be executed and delivered by facsimile in two or more counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Toronto, Ontario as of the date first written above.

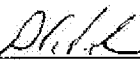
FARLEY WINDOOR LTD.

Per: 
Name: Dominique Van Voorhis
Title: President

FARLEY WINDOWS, U.S.A., INC.

Per: 
Name: Dominique Van Voorhis
Title: Chief Executive Officer

FARLEY GROUP INC.

Per: 
Name: Dominique Van Voorhis
Title: President

**SCHEDULE "A"
TRADEMARKS**

| Title | App. No. | Reg. No. | Filing Date/ Reg. Date | Country | Owner |
|--|----------|----------|---------------------------|---------|---------------------|
| ADMIREZ LA VUE | 1467840 | 833014 | 27-Sep-2012 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE INTERNATIONAL | 1061825 | 582514 | 27-May-2003 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE PORTES & FENÊTRES & DESSIN | 480019 | 271786 | 13-Aug-1982 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE PORTES ET FENÊTRES | 1061415 | 582516 | 27-May-2003 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE PORTES ET FENÊTRES & Dessin | 1124360 | 594235 | 06-Nov-2003 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE SOLUTIONS | 1574023 | | 19-Apr-2012 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE SOLUTIONS (U.S.) | 85658825 | | 22-Jun-2012 | U.S. | Farley WinDoor Ltd. |
| BONNEVILLE WINDOWS AND DOORS | 1297291 | 726306 | 17-Oct-2008 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE WINDOWS AND DOORS (U.S.) | 76153004 | 3174397 | 24-Oct-2000 | U.S. | Farley WinDoor Ltd. |
| BONNEVILLE WINDOWS AND DOORS & DESIGN | 1297290 | 726307 | 17-Oct-2008 | Canada | Farley WinDoor Ltd. |
| BONNEVILLE WINDOWS AND DOORS & DESSIN | 483204 | 274700 | 10-Dec-1982 | Canada | Farley WinDoor Ltd. |
| DUALGLIDE | 1576397 | | 04-May-2012 | Canada | Farley WinDoor Ltd. |
| DUALGLIDE (U.S.) | 85658809 | | 22-Jun-2012 | U.S. | Farley WinDoor Ltd. |
| ENERGLIDE | 1576429 | | 04-May-2012 | Canada | Farley WinDoor Ltd. |
| ENERGLIDE (U.S.) | 85637198 | | 29-May-2012 | U.S. | Farley WinDoor Ltd. |
| ENJOY THE VIEW | 1467829 | 833010 | 27-Sep-2012 | Canada | Farley WinDoor Ltd. |
| ENJOY THE VIEW (U.S.) | 76603113 | 3051447 | 19-Jul-2004 | U.S. | Farley Windows |

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|---|----------|---------|-------------|--------|--------------------------|
| | | | | | USA, Inc. |
| ESSENTIA | 1561887 | | 30-Jan-2012 | Canada | Farley WinDoor Ltd. |
| EVERGLIDE | 1576396 | | 04-May-2012 | Canada | Farley WinDoor Ltd. |
| EVERGLIDE (U.S.) | 78843414 | 3341766 | 22-Mar-2006 | U.S. | Farley Windows USA, Inc. |
| FARLEY | 1587526 | | 25-Jul-2012 | Canada | Farley WinDoor Ltd. |
| FARLEY (U.S.) | 85767366 | | 30-Oct-2012 | U.S. | Farley WinDoor Ltd. |
| FARLEY WINDOWS & Design | 1143399 | 607809 | 16-Apr-2004 | Canada | Farley WinDoor Ltd. |
| FARLEY WINDOWS & DOORS Logo | 1587530 | | 25-Jul-2012 | Canada | Farley WinDoor Ltd. |
| FARLEY WINDOWS & DOORS Logo (U.S.) | 85767374 | | 30-Oct-2012 | U.S. | Farley WinDoor Ltd. |
| GreenView | 1467838 | 833011 | 27-Sep-2012 | Canada | Farley WinDoor Ltd. |
| POLAR PORTES ET FENÊTRES | 1061824 | 561004 | 29-Apr-2002 | Canada | Farley WinDoor Ltd. |
| SOLUTIONS BONNEVILLE | 1574024 | | 19-Apr-2012 | Canada | Farley WinDoor Ltd. |
| SOLUTIONS BONNEVILLE BONNEVILLE SOLUTIONS Logo | 1574025 | | 19-Apr-2012 | Canada | Farley WinDoor Ltd. |
| SOLUTIONS BONNEVILLE BONNEVILLE SOLUTIONS Logo (U.S.) | 85658836 | | 22-Jun-2012 | U.S. | Farley WinDoor Ltd. |
| SUREGLIDE | 1576395 | | 04-May-2012 | Canada | Farley WinDoor Ltd. |
| SUREGLIDE (U.S.) | 78843433 | 3341767 | 22-Mar-2006 | U.S. | Farley Windows USA, Inc. |
| TRANSITION Logo | 1584245 | | 29-Jun-2012 | Canada | Farley WinDoor Ltd. |
| WINDOW BUILDER | 1467841 | 800446 | 21-Jun-2012 | Canada | Farley WinDoor Ltd. |