

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
	Windsor Republic Door, Inc.	FORMERLY A.B. Siemer, Inc.	11/01/2013
			Entity Type
			CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Windsor Door, LLC		
Street Address:	5800 Scott Hamilton Drive		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72209		
Entity Type:	LIMITED LIABILITY COMPANY: ARKANSAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1257389	WINDSOR
CORRESPONDENCE DATA			
Fax Number:	5013968561		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	501-396-8461		
Email:	hevans@williamsanderson.com		
Correspondent Name:	Harold J. Evans		
Address Line 1:	111 Center Street, 22nd Floor		
Address Line 4:	Little Rock, ARKANSAS 72201		
NAME OF SUBMITTER:	Harold J. Evans		
Signature:	/harold j. evans/		
Date:	12/09/2013		
Total Attachments: 4 source=Windsor Republic Door - Windsor, LLC Assignment#page1.tif source=Windsor Republic Door - Windsor, LLC Assignment#page2.tif source=Windsor Republic Door - Windsor, LLC Assignment#page3.tif source=Windsor Republic Door - Windsor, LLC Assignment#page4.tif			

OP \$40.00 1257389

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is effective as of 11/1, 2013, by and between Windsor Republic Door, Inc., an Ohio corporation ("WRDI") and Windsor Door, LLC, an Arkansas limited liability company ("WDL").

### WITNESSETH:

WHEREAS, WRDI and WDL entered into an Inventory and Equipment Agreement dated May 23, 2011 ("IE Agreement") which, in Section 3.4, refers to an Article 20 in a lease agreement whereby WDL is granted an option to purchase the Business Intellectual Property of WRDI, which includes WRDI's Trademarks as both terms are defined within the IE agreement;

WHEREAS, simultaneously with the IE Agreement, the parties entered into a Lease Agreement which contains an option to purchase certain defined Premises, Equipment, and the Business Intellectual Property;

WHEREAS, WRDI and WDL entered into the Asset Purchase Agreement, dated June 14, 2013, in which WDL exercised the purchase option in the Lease Agreement and purchased certain assets, including the Business Intellectual Property;

WHEREAS, the parties wish to confirm assignment of certain of the Trademarks which are registered and described more specifically in Exhibit A to this assignment and are incorporated herein by reference ("Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRDI hereby GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS, ASSIGNS AND SETS OVER TO WDL all of WRDI's right, title, and interest in and to the Marks and their registrations, together with the goodwill of the business symbolized by the Marks as follows:

1. Representations and Warranties. WRDI represents and warrants to WDL that it has good title to the Marks and the registrations therefor, and that the Marks are free and clear of all liens and encumbrances and shall forever warrant and defend title thereto in WDL.

2. Absolute and Present Assignment. It is understood and agreed the assignment granted herein shall constitute an absolute and present assignment from WRDI to WDL and not an assignment for security purposes only.

3. Indemnification. WRDI agrees to indemnify, defend and hold WDL harmless from and against any expense, loss, damage, claim, causes of action and demand (including, without limitation, reasonable attorney's fees and costs) arising out of or connected with WRDI's breach under this Assignment.

4. Successors and Assigns. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon WRDI and their successors and assigns, and shall inure to the benefit of WDL and its successors and assigns. As used herein, the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

5. Governing Law. The rights and remedies provided to WDL by this Assignment are intended to be governed by the laws of the State of Arkansas without regard to its choice of law principles.

6. Severability Clause. It is the intent of this Assignment to confer to WDL the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions herein shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

7. Cumulative with Other Documents. This Assignment and the covenants, agreements, obligation and liabilities of WRDI hereunder are cumulative with and shall not be superseded by any instrument, agreement or other document executed by WRDI in favor of WDL or otherwise.

8. Further Assurances. WRDI shall take all such steps and actions necessary to transfer the registrations of the Marks to WDL and to execute and deliver such additional documents and shall cause such further and additional action to be taken which WDL may reasonably require in order to effectuate the terms of this Assignment.

9. Attorneys' Fees. In the event that WDL is successful in any suit or proceeding brought or instituted to enforce any of the provisions of this Assignment, or on account of any damages sustained by WDL by reason of a violation of the terms of this Assignment, WRDI hereby agrees to reimburse WDL for all reasonable attorneys' fees incurred.

IN WITNESS WHEREOF, this instrument has been executed by the parties herein in a manner and form sufficient to bind them, as of the day and year first written above.

*SIGNATURES ON NEXT PAGE*

WINDSOR REPUBLIC DOOR, INC.

By: [Signature]  
Title: CEO / Sec / TRSA

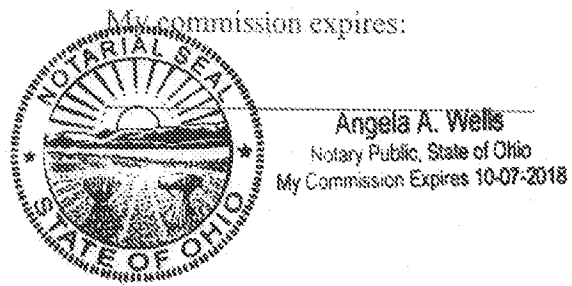
ACKNOWLEDGMENT

STATE OF Ohio )  
 )ss.  
COUNTY OF Franklin )

ON THIS DAY came before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, before me Roger Bailey, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of November 1, 2013.

[Signature]  
Notary Public



WINDSOR DOOR, LLC  
By: [Signature] 11/1/2013  
Title: President

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )ss.  
COUNTY OF PULASKI )

[Signature]

ON THIS DAY came before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, before me Brad Stulley, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1 day of November, 2013.

Linda K. Flynn  
Notary Public

My commission expires:

