

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paramount Industries Corporation	FORMERLY Paramount Windows Corporation	02/08/2012	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Paramount Windows, LLC		
Street Address:	550 W. Southern Avenue		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	Limited Liability Company: Arizona		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3575455	QUALITY FOR LIFE	
Registration Number:	3478746	PARAMOUNT WINDOWS	
Registration Number:	0000000	ADMIRAL	
CORRESPONDENCE DATA			
Fax Number:	6022247889		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(602) 224-7880		
Email:	switthoft@zglawgroup.com		
Correspondent Name:	Sara R. Witthoft		
Address Line 1:	Zwilling Greek & Knecht PC		
Address Line 2:	2425 E. Camelback Road, Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	PARAMOUNT WINDOWS		
NAME OF SUBMITTER:	Sara R. Witthoft		
SIGNATURE:	/s/ Sara R. Witthoft		
DATE SIGNED:	06/24/2014		
Total Attachments: 10			
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is entered into effective as of February 8, 2012 (the "Effective Date"), by and among PARAMOUNT WINDOWS, LLC, an Arizona limited liability company ("Paramount LLC"), PARAMOUNT INDUSTRIES CORPORATION, an Arizona corporation (formerly Paramount Windows Corporation) ("PIC"), and PWC HOLDINGS INC., an Arizona corporation ("PWC Holdings").

PREAMBLE

The parties hereto desire to enter into this Agreement pursuant to which (i) in consideration for Ninety Thousand (90,000) Units (as defined in that certain Operating Agreement of Paramount Windows, LLC dated February 8, 2012, by and among PIC, PWC Holdings, and Samuel R. Regina (the "Operating Agreement")) of Paramount LLC, (a) PIC will contribute, transfer and assign all of its assets, as well as its component manufacturing, supply and installation business for new and existing residential and commercial construction (the "Business"), to Paramount LLC, and (b) Paramount LLC will assume all of the existing liabilities of PIC (including, without limitation, those related to the Business), and (ii) in consideration for Ten Thousand (10,000) Units of Paramount LLC, PWC Holdings will contribute to Paramount LLC Two Hundred Thousand Dollars (\$200,000) in cash, all upon the terms and subject to the conditions set forth herein and in the Operating Agreement.

Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Contribution.

(a) PIC hereby contributes, transfers and assigns to Paramount LLC, and Paramount LLC hereby accepts the contribution, transfer and assignment of all of PIC's assets existing on the Effective Date (collectively, the "Assets"), including those Assets set forth on Exhibit A, free and clear of all liens, pledges, security interests, charges, and encumbrances of any nature ("Liens") except for those permitted Liens set forth in Exhibit B hereto (collectively, the "Permitted Liens"). In consideration of the Assets, Paramount LLC hereby issues to PIC Ninety Thousand (90,000) Units of Paramount LLC, free and clear of any and all Liens.

(b) PWC Holdings hereby contributes to Paramount LLC Two Hundred Thousand Dollars (\$200,000) in cash (the "Cash Contribution"). In consideration of the Cash Contribution, Paramount LLC hereby issues to PWC Holdings Ten Thousand (10,000) Units of Paramount LLC, free and clear of any and all Liens.

2. Assumption of Liabilities. Paramount LLC hereby assumes and agrees to pay, fulfill, perform or otherwise discharge when due in accordance with their respective terms all of the liabilities and obligations of PIC existing on the Effective Date, whether known or unknown, actual or potential (collectively, the "Liabilities"), including those Liabilities set forth on Exhibit C. Notwithstanding Paramount LLC's assumption of the Liabilities, PIC will also remain liable for such Liabilities.

3. Representations and Warranties. Each of PIC and PWC Holdings represent and warrant to the other, solely as of the Effective Date, as follows:

(a) Each of PIC and PWC Holdings is a corporation, duly organized, validly existing and in good standing under the laws of the State of Arizona, and has all requisite power and authority to

own and operate its properties, and to carry on its business as now being conducted. Each of PIC and PWC Holdings has full power and authority to execute, deliver and perform this Agreement and doing so will not violate any provision of law or contravene any provisions of its organizational documents.

(b) Except as set forth on Schedule 3(b) hereto, PIC has the requisite power and authority to transfer the Assets in accordance with this Agreement.

(c) The Assets represent all of PIC's assets and PIC neither requires nor utilizes any assets other than the Assets in the ownership and operation of the Business. Except for certain computer equipment, forklifts, a truck and the building located at 550 W. Southern, Tempe, Arizona 85282, each of which is leased by PIC, and except for the Permitted Liens, PIC has good and marketable title to all of the Assets. Except for the Permitted Liens, all of the Assets shall be transferred to Paramount LLC free and clear of all Liens.

(d) Except as set forth on Schedule 3(b) hereto, neither the execution of this Agreement nor the transactions provided for herein will violate, or result in a breach of, or constitute a default under, or prevent PIC or PWC Holdings from fulfilling any of its obligations under any law, any agreement, commitment, instrument, order, judgment or decree to which either of them is a party or to which either of them or any of their respective properties are subject.

(e) The following lenders of PIC have consented to PIC's transfer of Assets as contemplated by this Agreement: Celtic Capital Corporation, SP Holdings, Inc., and LNV Corporation.

(f) PIC has all licenses necessary for the conduct of its business, and all license taxes have been paid if due or accrued if not yet due.

(g) All franchises, patents, trademarks, trade names and other licenses used by PIC in the conduct of PIC's business and owned by PIC are listed in Schedule 3(g) hereto. PIC will assist in the transfer of these licenses, franchises, patents, trademarks and trade names as necessary.

(h) To the best of PIC's knowledge, (i) the financial records of PIC attached hereto as Schedule 3(h) adequately disclose all of its assets, liabilities and contingencies and all information necessary to properly reflect its financial condition as of December 31, 2011, and (ii) there has been no material adverse change in the financial condition of PIC between December 31, 2011 and the Effective Date. To the best of PIC's knowledge, the liabilities and contingencies set forth on the financial statements attached hereto as Schedule 3(h) represent all of PIC's known, material liabilities and contingencies as of December 31, 2011.

(i) Except as set forth on Schedule 3(i), (i) all tax returns of PIC (including, but not limited to, returns of income, sales, social security, personal property, withholding and unemployment taxes, and sales taxes) that are required to have been filed by PIC on or before the Effective Date have been duly prepared, timely filed and are true and correct in all material respects, and all taxes, interest and penalties shown thereon or due in connection therewith have been paid, if due, or accrued, if not yet due, no deficiency has been proposed and not paid with respect to any tax return filed by PIC, and (ii) all payroll taxes that PIC is required by law to withhold have been withheld and properly deposited.

(j) Except as set forth on Schedule 3(j), within the past three (3) years, PIC has not received any written notice to the effect that PIC has failed to comply with any laws, regulations or orders applicable to PIC's business or the Assets or that the present uses by PIC of PIC's Assets violate any laws, regulations or orders.

(k) Except as set forth on Schedule 3(k), PIC (i) is not, to the best of PIC's knowledge, a defendant in any pending litigation in which the plaintiff(s) are claiming damages in excess of \$25,000, (ii) has not, within the past three (3) years, received written notice of any investigation by any governmental body or any legal, administrative or arbitration proceeding, and (iii) is not subject to any outstanding judgment, award, order or decree.

(l) No petition in bankruptcy (voluntary or, to the best of PIC's knowledge, otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy or insolvency laws is pending against PIC.

4. Operating Agreement. Concurrently with the execution of this Agreement, PIC and PWC Holdings are required to execute, become a party to, and be bound by the terms and conditions set forth in the Operating Agreement. The execution of the Operating Agreement by PIC and PWC Holdings is a condition precedent to the effectiveness of the contributions and issuances of Paramount LLC Units contemplated herein.

5. Further Acts. The parties hereto covenant and agree that they will execute any further instruments and will perform any and all acts which are or may become reasonably necessary or desirable to effectuate and carry out the purposes of this Agreement.

6. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, by either party without the prior written consent of the other parties; (c) may be executed in several counterparts (including by facsimile or by .pdf delivered via email), each of which is deemed an original but all of which constitute one and the same instrument; (d) contains, together with the Articles of Organization of Paramount Windows LLC and the Operating Agreement, the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the State of Arizona, without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the parties and their respective heirs, successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate or be construed a waiver of any subsequent breach or violation hereof.

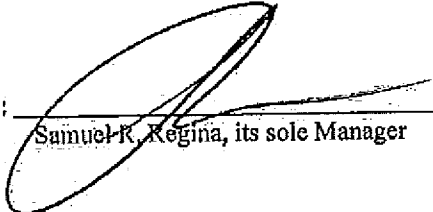
[Signature Page Follows]

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

IN WITNESS WHEREOF, PIC and Paramount LLC have approved and executed this Agreement as of the Effective Date.

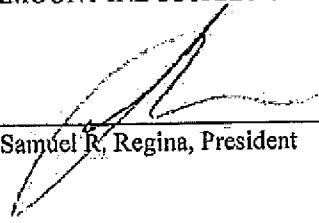
PARAMOUNT WINDOWS, LLC

By: _____


Samuel R. Regina, its sole Manager

PARAMOUNT INDUSTRIES CORPORATION

By: _____


Samuel R. Regina, President

PWC HOLDINGS INC.

By: _____

Name: _____


BERNARD A. SLOBOTSKY

Title: _____

PRESIDENT

EXHIBIT A
ASSETS

1. All vehicles, machines and equipment of PIC, which are more particularly described in Attachment 1 to Exhibit A;
2. All of PIC's inventory, supplies, or other items held for sale to customers or clients in the ordinary course of business of PIC, which are more particularly described in Attachment 2 to Exhibit A;
3. All other personal property owned by PIC, all telephone systems, furniture, fixtures, equipment, computers, computer software, office equipment, copy machines, office furniture, janitorial and maintenance supplies, tools and other tangible property of PIC, which is more particularly described on Attachment 3 to Exhibit A;
4. Any and all intangible assets owned by PIC, including, but without limitation, the exclusive right to use the trade names described in Schedule 3(g) and telephone and facsimile numbers used in conjunction therewith, all permits, entitlements, governmental approvals, printed advertising materials, catalogs, signs, logos, packaging materials, stationery, and all rights to any and all websites of PIC and domain names;
5. All books and records of PIC, whether in printed or electronic form, including, but not limited to: (i) client and customer and supplier lists and data, and all other customer or supplier information; (ii) daily production records; (iii) customer complaint records; (iv) shipping and receiving documents for the twelve (12) month period prior to Effective Date; (v) all open purchase orders for purchases and sales; and (vi) all accounting records of PIC and PIC's business activities, including hard copies and all computers and computer accounting programs and data and reports retained in the computers;
6. All client accounts;
7. All of PIC's trade fixtures and leasehold improvements and all plans and specifications for such leasehold improvements;
8. All of PIC's right, title and interest in and to, all purchase orders from persons or entities who are customers of PIC, whenever received;
9. All customer deposits of PIC;
10. All cash on hand and in the bank accounts of PIC; and
11. All accounts receivable, which are more particularly described on Attachment 4 to Exhibit A.

No later than February 27, 2012, PIC will prepare and deliver to PWC Holdings (i) Attachments 1, 2 and 3 described above, which lists will contain the assets requested by such Attachments as of December 31, 2011, and (ii) Attachment 4 described above, which list will contain the assets requested by such Attachment as of the Effective Date . Upon such delivery to PWC Holdings, such Attachments will automatically be incorporated herein without further action required by any of the parties hereto.

EXHIBIT B
PERMITTED LIENS

1. LNV Corporation has a blanket lien on PIC's assets
2. Truseal Technologies, Inc. has a lien on certain PIC manufacturing equipment
3. US Bancorp has a lien on certain PIC printers and software, provided that the obligations secured by such lien has been paid off and PIC will pursue termination of the lien following the closing of the transactions contemplated by this Agreement
4. Celtic Capital Corporation has a blanket lien on PIC's assets
5. Key Equipment Finance Inc. has a lien on a forklift
6. SP Holdings Inc. has a blanket lien on PIC's assets and the building leased by PIC located at 550 W. Southern, Tempe, Arizona 85282
7. GFRS Equipment Leasing Fund I has a lien on certain PIC computer equipment and software
8. Isuzu Finance of America Inc. has a lien on a PIC truck
9. Jeld-Wen, Inc. has a lien on future Jeld-Wen inventory sold to PIC; provided, that PIC has not purchased any such inventory to date
10. M2 Lease Funds, LLC has a lien on certain PIC computer equipment and software
11. Liens arising in the ordinary course of business (including mechanics liens and judgments)

EXHIBIT C
LIABILITIES

No later than February 29, 2012, PIC will prepare and deliver to PWC Holdings a list of known Liabilities as of December 31, 2011. Upon such delivery to PWC Holdings, such list will automatically be incorporated herein as Exhibit C without further action required by any of the parties hereto.

The parties agree that such list will include the following Liabilities:

- Trade accounts payable
- Celtic Capital Corporation loan amounts
- Accrued liabilities
- Clayton Glass agreement and amounts owing
- LNV Corporation loan and amounts owing
- Truseal Technologies, Inc. loan and amounts owing
- Southern Paramount lease
- SP Holdings Inc. loan

DISCLOSURE SCHEDULE

Schedule 3(b)

1. Except for the following lenders of PIC, who have consented to PIC's transfer of Assets as contemplated by this Agreement: Celtic Capital Corporation, SP Holdings, Inc., and LNV Corporation, PIC has not obtained any other third party consent for the transactions contemplated by this Agreement. The parties to this Agreement acknowledge and agree that PIC and Paramount LLC will pursue any such required consents following the closing of the transactions contemplated by this Agreement.

Schedule 3(g)

PIC uses the following trademarks/trade names and licenses in the conduct of PIC's business:

1. "Paramount Windows" trademark/ trade name
2. "Quality For Life" trademark/ trade name
3. Contractor's license
4. Software licenses

Schedule 3(h)

Attached as Attachment 1 to Schedule 3(h) are preliminary financial statements (including a balance sheet), which statements are subject to change by PIC's Certified Public Accounting firm.

No later than February 27, 2012, PIC will prepare and deliver to PWC Holdings the preliminary financial statements for the one month period ending January 31, 2012 (including a balance sheet), which statements will be subject to change by PIC's Certified Public Accounting firm.

Schedule 3(i)

1. The Department of Labor (DOL) notified PIC of the DOL's intent to assess a civil penalty of approximately \$50,000 for filing a deficient Form 5500 for PIC's retirement plan for the year ended December 31, 2009. The Form 5500 was considered deficient because an audit of the retirement plan was not included in the filing of the original Form 5500. PIC has also filed a deficient Form 5500 for the year ended December 31, 2008, for which the DOL has not assessed a civil penalty. PIC has a verbal agreement with the DOL that the penalty will be waived with the filing of the Form 5500 for both plan years that has the appropriate audit of the plan included in the filing. PIC is currently in the process of completing the audits of the retirement plans so that the Form 5500 can be filed for both years. The retirement plan described above was terminated in December of 2008 and all plan assets were paid out in the first quarter of 2009.

Schedule 3(k)

1. See Schedule 3(i) above.
2. One West Bank has obtained a judgment of \$33,000 against PIC, which judgment is currently being appealed. PIC has a cash reserve of \$33,000 held in a restricted bank account.
3. PIC is subject to construction litigation in the ordinary course of business.
4. See Attachment 1 to this Schedule 3(k).

Attachment 1 to Schedule 3(h)

(see attached)

Attachment 1 to Schedule 3(k)

(see attached)