

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATLANTIC SHUTTER SYSTEMS, INC		09/07/2001	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TAPCO INTERNATIONAL CORPORATION		
<b>Street Address:</b>	29797 Beck Road		
<b>City:</b>	Wixom		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48393		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2270262	ATLANTIC	
<b>Registration Number:</b>	3543456	ATLANTIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	248-380-9300		
<b>Email:</b>	quinnlawgroup@ipwatch.com		
<b>Correspondent Name:</b>	Quinn Law Group		
<b>Address Line 1:</b>	39555 Orchard Hill Place Ste 520		
<b>Address Line 4:</b>	Novi, MICHIGAN 48375		
<b>NAME OF SUBMITTER:</b>	Sean Collin		
<b>SIGNATURE:</b>	/Sean Collin/		
<b>DATE SIGNED:</b>	10/23/2014		
<b>Total Attachments: 5</b>			
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OP \$65.00 2270262

TRADEMARK

THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO ARBITRATE AND IS SUBJECT TO ARBITRATION PURSUANT TO TITLE 15, CHAPTER 48 (UNIFORM ARBITRATION ACT) OF THE CODE OF LAWS OF SOUTH CAROLINA

ASSET PURCHASE AGREEMENT


THIS ASSET PURCHASE AGREEMENT entered into this 17 day of Sept., 2001 by and between ATLANTIC SHUTTER SYSTEMS, INC., a South Carolina corporation ("Seller"), and TAPCO INTERNATIONAL CORPORATION, a Michigan corporation ("Purchaser").

Seller presently engages in all aspects of manufacture and sale of shutters, shutter systems, storm panels and retractable awnings operating from the Seller's sites in Little River, South Carolina, Myrtle Beach, South Carolina and Latta, South Carolina (the "Business"). Purchaser desires to engage in the business of providing manufacturing and sale of shutters, shutter systems, storm panels and retractable awnings.

WHEREAS, Seller has determined that certain assets utilized by Seller in the Business ought be sold;

WHEREAS, Purchaser wishes to purchase, and Seller wishes to sell, certain of the assets of Seller heretofore utilized in Seller's Business, under the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser and Seller wish to enter into a written agreement memorializing their understanding and clearly delineating the duties and responsibilities of each to the other.



NOW, THEREFORE, in consideration of the foregoing and the covenants, conditions, representations and warranties contained in this Agreement, Purchaser and Seller agree that:

PURCHASE AND SALE

1. Subject to the conditions set forth below, on the Closing Date Seller agrees to sell and/or assign to Purchaser, as applicable, and Purchaser agrees to purchase and/or accept an assignment from Seller, as applicable, of all of Seller's right, title and interest in and to:

- A. All machinery, equipment, computers, inventory, supplies, office furnishings and other tangible personal property owned by Seller and used or useful in the operation of the Business, regardless of where located, including, without limitation, all trucks, vehicles and other property listed in Exhibit "A" attached hereto;
- B. All of Seller's inventories of raw materials, work-in-process and finished goods or products used, useable or otherwise saleable in the ordinary course of Seller's Business, in existence on the close of business on the last business day before the Closing Date (the "Inventories")
- C. All records, files, collection and credit records relating to the Business, as well as all records and documents relating to the property referenced in Section 1.A. above (including purchasing records, warranty records, supplier lists, catalogs, manuals and vendor lists);
- D. All copies of all computer programs and software or interests therein or rights thereto which are owned, leased or licensed by Seller and are used for the purpose of operating the Business, together with the media on which such software and programs are stored, including all documentation and information relating thereto, subject to Seller's obtaining consent of any lessor or licensor as provided in Section 9;
- E. All employment, personnel and other records for all employees and independent contractors of Seller who are hired by Purchaser after Closing;

- F. All personal property leased by Seller and used in the operation of the Business at the date of this Agreement, to the extent the owner of such property will consent to an assignment of the lessee's interest in such property to Purchaser, as provided in Section 9 below;
- G. All of Seller's interest in any lease of real property, whether as tenant or landlord;
- H. All of Seller's proprietary and confidential information relating to Seller's Business, including, without limitation: (i) trade secrets, technical information, know-how, designs, processes, patents, patent applications, and copyrights, and all improvements thereof, (ii) all data, files, books and records, customer lists, and order information, and (iii) all of Seller's other information and intangible property rights relating to the Seller's Business;
- I. All of the corporate names, patents, trademarks, service marks and trade names of Seller, including but not limited to the names and marks listed and identified in Exhibit "B" attached hereto, all registrations and pending applications therefor, and all goodwill associated therewith;
- J. All of Seller's right, title and interest under the contracts, leases, licenses and agreements which relate to Seller's Business and which are identified in Exhibit "C" attached hereto;
- K. All of Seller's right, title and interest under contracts and agreements relating to Seller's Business which are entered into after the date hereof in the ordinary course of Seller's Business at prices and on terms consistent with the prior operating practices of Seller, and which are promptly disclosed to Purchaser in writing;
- L. All rights, choses in action, and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties related to, or arising from the conduct of, Seller's Business; and
- M. All other assets of every kind and description owned by Seller and relating to the Business wherever located, whether real, personal or mixed, tangible or intangible, vested or contingent or otherwise, except for the Retained Assets (as hereafter defined), and including the telephone numbers of Seller. Except as specifically provided otherwise in this Agreement, it is the intent and understanding of the

**EXHIBIT B**

TRADEMARK

APPLICATION NUMBER

REGISTRATION NUMBER

ATLANTIC

75365198

2270262

ATLANTIC

77459877

3543456