

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGC Flat Glass North America, Inc.		12/29/2014	CORPORATION: DELAWARE
Poma Glass & Specialty Windows Inc.		12/29/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Trulite Glass Company, LLC		
Street Address:	800 Fairway Drive Suite 200		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33441		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2464479	PYROEDGE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11180-11-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	12/29/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 29, 2014, by and among AGC Flat Glass North America, Inc. ("AGC Inc.") and Poma Glass & Specialty Windows Inc. ("Poma") (each, an "Assignor," and collectively, "Assignors") and Trulite Glass Company, LLC ("Assignee"). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, AGC Inc., Poma and Assignee are parties to an Asset Purchase Agreement dated as of December 29, 2014, (as amended, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, conveyance, assignment, transfer and delivery by AGC Inc. and Poma to Assignee of all Intellectual Property Rights that are Purchased Assets (the "Transferred Intellectual Property");

WHEREAS, the Transferred Intellectual Property includes the Trademarks identified on the attached Schedule A (collectively, the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement and this Assignment, Assignors desire to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of its respective worldwide right, title and interest in and to the Assigned Trademarks (together with all goodwill symbolized thereby) and all (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation or conflict with such Assigned Trademarks; and (ii) royalties, fees, income and other payments and proceeds due or accrued as of the date hereof and thereafter under or arising from such Assigned Trademarks.

2. Further Assurances. Each Assignor agrees that from time to time, at the reasonable request of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Assigned Trademarks in any jurisdiction throughout the world and the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein). Each Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and such Assignor shall cooperate therewith, at the Assignee's expense. The Assignee hereby requests and each Assignor hereby grants to the Assignee and its Affiliates, all rights necessary to record this Assignment or such documentation with the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world.

3. General.

(a) Entire Agreement; Conflicting Provisions. This Assignment, together with the Purchase Agreement, and all of the exhibits and schedules appended hereto and thereto, constitute the final, complete and exclusive statement of the parties' agreement on the matters contained herein and therein. In the event of a conflict between any specific provision of this Assignment and the provisions of the Purchase Agreement with respect to the subject matter hereof, the provisions of the Purchase Agreement will control.

(b) Successors. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

(c) Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Facsimile or other electronic execution and delivery of this Assignment by any of the parties shall be legal, valid and binding execution and delivery of such document for all purposes.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive internal laws of the State of Delaware, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment as of the date first written above.

AGC Flat Glass North America, Inc.

By: 

Name: Michael Antonucci

Title: GM of North America Division,
Building & Industrial General Division,
Glass Company, and Senior Vice President,
Building & Industrial Glass Products.

Poma Glass & Specialty Windows Inc.

By: 

Name: Michael Antonucci

Title: President

Acknowledged and Agreed:

Trulite Glass Company, LLC

By: Kevin Barrett

Name: Kevin Barrett

Title: CFO, Vice President, Treasurer
and Secretary

Signature Page to Trademark Assignment

TRADEMARK
REEL: 005431 FRAME: 0577

SCHEDULE A

Assigned Trademarks

All of each Assignor's respective right, title, and interest in and to the "PYROEDGE" and "PYROSAFE" Trademarks, including United States trademark registration number 2,464,479 ("PYROEDGE").