

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure of Security Interest and Sale thereof		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, As Agent		02/14/2012	"Secured party" or Seller": UNITED STATES
RECEIVING PARTY DATA			
Name:	Columbia Manufacturing Acquisition Corp.		
Street Address:	14400 S. San Pedro Street		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3671777	CM COLUMBIA	
Registration Number:	2132487	CM COLUMBIA	
Registration Number:	2134272	COLUMBIAMATIC	
Registration Number:	4179836	RAPID-UP REMOVABLE SCREEN DOOR	
Registration Number:	1921459	THE ANSWER	
CORRESPONDENCE DATA			
Fax Number:	3103944477		
<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:	310-979-9190		
Email:	tmk@cislo.com		
Correspondent Name:	Daniel M. Cislo		
Address Line 1:	12100 Wilshire Boulevard, Suite 1700		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	12-26129		
NAME OF SUBMITTER:	Daniel M. Cislo		
SIGNATURE:	/DanielMCislo/		
DATE SIGNED:	09/01/2015		

CH \$140.00 3671777

Total Attachments: 7

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BILL OF SALE, TRANSFER STATEMENT AND AGREEMENT

This BILL OF SALE, TRANSFER STATEMENT AND AGREEMENT (this "Bill of Sale") is entered into as of February 14, 2012, by and between PNC BANK, NATIONAL ASSOCIATION, AS AGENT ("Secured Party" or "Seller"), with a mailing address of 2 N. Lake Ave, Pasadena, CA 91101, and COLUMBIA MANUFACTURING ACQUISITION CORP., a California corporation ("Buyer"), with a mailing address of 2503 E. Vernon Avenue, Los Angeles, CA 90058, with reference to the following facts:

A. Secured Party and COLUMBIA MANUFACTURING CORP. ("Debtor" or the "Company"), whose address is 14400 S. San Pedro Street, Gardena, CA 90248, are parties to the following agreements (collectively, the "Financing Documents"): (a) Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of July 27, 2007 (as amended, restated, supplemented, or modified from time to time, the "Financing Agreement"), and (b) related documents executed in connection therewith or relating thereto. Debtor's obligations under the Financing Documents are secured in favor of Secured Party by, among other collateral, the Sale Assets (as that term is defined in Exhibit A hereto). The Sale Assets do not include (i) any Receivables (as defined in the Financing Agreement) of the Debtor and proceeds thereof (collectively, the "Debtor's Receivables") or (ii) any equipment that is leased to the Debtor, a list of which leased equipment, if any, is set forth on Exhibit B attached hereto (the "Leased Assets").

B. Debtor has defaulted in its obligations under the Financing Documents, and Secured Party is exercising its post-default rights and remedies with respect to the Sale Assets by selling the Sale Assets to Buyer. By reason of such exercise, Buyer will purchase and acquire all of the rights of Debtor in and to the Sale Assets.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party and Buyer hereby agree as follows:

1. Sale. Effective on Secured Party's receipt of the Purchase Price, pursuant to Section 3 below, by wire transfer, on February 14, 2012 (or such later date as agreed upon in writing by both Buyer and Secured Party, the "Sale Deadline"), Secured Party, as foreclosing creditor, in a private sale, pursuant to the Financing Documents and Section 9610 of the Uniform Commercial Code, hereby sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases and acquires, all of the Debtor's and Secured Party's right, title and interest, both legal and equitable, in and to all of the Sale Assets. The transfer of title to the Sale Assets to Buyer shall be effective, without further action or documentation, immediately upon Secured Party's receipt of the Purchase Price, pursuant to Section 3 below, by wire transfer, no later than the Sale Deadline. Without limiting the provisions of Section 5 below, Buyer acknowledges that it is not purchasing any of Debtor's Receivables nor any Leased Assets, and that, to the extent the Buyer desires to acquire such Leased Assets, it will be necessary for it to deal with the lessors thereof.

2. Liabilities. The parties hereto acknowledge and agree that Buyer is not assuming, nor will Buyer have any responsibility whatsoever with respect to, any agreement, contract, obligation or other liability of Seller or Debtor, whether or not arising out of or relating to the

Sale Assets. The foregoing is not intended to limit Buyer's indemnification of Secured Party provided for herein.

3. Purchase Price. The purchase price for the Sale Assets [REDACTED] [REDACTED] (the "Purchase Price"), and Buyer shall pay the Purchase Price to Secured Party, by wire transfer, as follows, no later than the Sale Deadline:

[REDACTED]

In the event, for any reason, Buyer fails to pay the Purchase Price to Secured Party by wire transfer as set forth above on the Sale Deadline, no rights, benefit or title in any of the Sale Assets shall transfer to Buyer by reason of this Bill of Sale, and all of Secured Party's rights and remedies by reason of such failure on the part of Buyer shall be expressly reserved.

4. Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has a valid and perfected first lien on and security interest in the Sale Assets and upon receipt of the Purchase Price, Seller shall be deemed to have released its lien on and security interest in the Sale Assets (other than in the Purchase Price which constitutes proceeds of the Sale Assets); and

(b) Seller has not conveyed, assigned, transferred or otherwise encumbered its lien on or security interest in the Sale Assets.

5. DISCLAIMER; NO WARRANTIES. EXCEPT AS SET FORTH IN THIS BILL OF SALE, THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, POSSESSION OR QUIET ENJOYMENT). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT AS OTHERWISE SET FORTH IN THIS BILL OF SALE, THE BUYER ACKNOWLEDGES THAT (A) BUYER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SECURED PARTY, EXPRESS OR IMPLIED AND (B) SECURED PARTY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING ANY OF THE SALE ASSETS. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING POSSESSION OF THE SALE ASSETS AS SET FORTH BELOW.

6. Removal. Seller will pay the freight cost to ship any Sale Assets currently located in Corsicana, TX to (i) Debtor's location in Gardena, CA if such shipment begins prior to payment of the Purchase Price or (ii) Buyer's location at the address set forth above in this Bill of Sale if such shipment begins after payment of the Purchase Price. Buyer agrees to remove the Sale Assets from the Debtor's Gardena, CA location on or before August 13, 2012, at Buyer's

sole cost and expense. Buyer acknowledges and agrees that it will negotiate any rent or storage costs for such time period directly with the landlord of the facility, and Buyer will be responsible for such costs. Buyer will repair any damage done to the premises as a result of Buyer's removal of the Sale Assets, and Buyer shall indemnify Secured Party and hold it harmless, from and against any and all claims, debts, liabilities, demands, obligations, actions, costs and expenses (including, without limitation, reasonable attorneys' fees), which it may sustain or incur, based upon, arising out of, or relating to any act or omission of Buyer relating to the Sale Assets or their removal.

7. Employees. The Company will be responsible for terminating the employment of its employees when and as the Company deems appropriate but no later than on or before the Sale Deadline (exclusive of Lawrence M. Goodman, Martin M. Goodman and one (1) collections clerk to be chosen by Lawrence M. Goodman and/or Martin M. Goodman). The parties agree and understand that Buyer shall have no obligation to hire any such employees. Further, Buyer will not assume nor have any obligations with regards to the Labor Agreement between Columbia Manufacturing Corp. and Cabinet Makers, Millmen and Industrial Carpenters Local 721, including (i) any terms and conditions of employment, such as wage scale and benefits and (ii) any withdrawal liability payable to any pension plan or trust fund. Buyer will set its own terms and conditions of employment for the Company's employees and others it may hire, including work rules, benefits and salary and wage structure, all as permitted by law. Company will be solely liable for any expenses, liabilities or other payments required to be made to its employees (or its representatives, if any) due to the transaction contemplated by this Bill of Sale.

8. General. Each party hereto agrees to execute and deliver all such further instruments and documents as may be reasonably necessary in order to effectuate the foregoing transfer of the Sale Assets, consistent with this Bill of Sale, including any instruments necessary to transfer or secure title in Buyer to any intangible property included in the Sale Assets. Buyer shall be responsible for any and all sales and use tax in connection with the sale of the Sale Assets by Secured Party to Buyer. This Bill of Sale sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive contract governing the relationship between the parties. This Bill of Sale supersedes all prior discussions, promises, representations, warranties, agreements and understandings between the parties. This Bill of Sale may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Bill of Sale or any supplement or amendment thereto. This Bill of Sale is being entered into the State of California. All acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of California. Each party consents to the jurisdiction of courts located within Los Angeles County, California and agrees that the exclusive venue for all actions and proceedings relating directly or indirectly to this Bill of Sale shall be Los Angeles County, California, and each party waives any and all rights the party may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding, including, without limitation, any objection to venue or request for change in venue based on the doctrine of forum non conveniens.

9. Reservation of Rights. Except as specifically provided herein, this sale is without prejudice to the rights and remedies Secured Party now has or may hereafter acquire against Debtor, or any other party, all of which are hereby expressly reserved. Notwithstanding the foregoing, upon receipt of the Purchase Price, Seller shall be deemed to have released its lien on and security interest in the Sale Assets and will have no further claim of any kind against the Sale Assets (other than in the Purchase Price which constitutes proceeds of the Sale Assets).

This Bill of Sale has been executed as of the date first set forth above.

Buyer:

**COLUMBIA MANUFACTURING
ACQUISITION CORP.**

By [Signature]
Name 21090111/10/8931
Title 2/14/12

Seller/Secured Party:

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

By _____
Name _____
Title _____

Acknowledged and Agreed:

Debtor/Company:

COLUMBIA MANUFACTURING CORP.

By _____
Name _____
Title _____

9. Reservation of Rights. Except as specifically provided herein, this sale is without prejudice to the rights and remedies Secured Party now has or may hereafter acquire against Debtor, or any other party, all of which are hereby expressly reserved. Notwithstanding the foregoing, upon receipt of the Purchase Price, Seller shall be deemed to have released its lien on and security interest in the Sale Assets and will have no further claim of any kind against the Sale Assets (other than in the Purchase Price which constitutes proceeds of the Sale Assets).

This Bill of Sale has been executed as of the date first set forth above.


Buyer:

**COLUMBIA MANUFACTURING
ACQUISITION CORP.**

By _____
Name _____
Title _____

Seller/Secured Party:

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

By 
Name Emily Webster
Title Vice President

Acknowledged and Agreed:

Debtor/Company:

COLUMBIA MANUFACTURING CORP.

By _____
Name _____
Title _____

9. Reservation of Rights. Except as specifically provided herein, this sale is without prejudice to the rights and remedies Secured Party now has or may hereafter acquire against Debtor, or any other party, all of which are hereby expressly reserved. Notwithstanding the foregoing, upon receipt of the Purchase Price, Seller shall be deemed to have released its lien on and security interest in the Sale Assets and will have no further claim of any kind against the Sale Assets (other than in the Purchase Price which constitutes proceeds of the Sale Assets).

This Bill of Sale has been executed as of the date first set forth above.

Buyer:

**COLUMBIA MANUFACTURING
ACQUISITION CORP.**

By _____

Name _____

Title _____

Seller/Secured Party:

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

By _____

Name _____

Title _____

Acknowledged and Agreed:

Debtor/Company:

COLUMBIA MANUFACTURING CORP.

By 

Name LAURENCE GOODMAN

Title CEO/VP

EXHIBIT A

SALE ASSETS

Except as defined herein, capitalized terms will have the meanings set forth in the Bill of Sale, Transfer Statement and Agreement to which this Exhibit A is attached.

The term "Sale Assets" shall mean all right, title and interest of Seller in and to all of the collateral pledged by Columbia Manufacturing Corp., a California corporation ("Debtor"), to Seller pursuant to the Financing Agreement, exclusive of any Receivables and the proceeds thereof (the "Pledged Collateral"), which liens have been perfected by (i) that certain UCC-1 Financing Statement No. 047003659943 filed by Seller on 11/1/2004 with the California Secretary of State's office as continued by UCC-3 Financing Statement Amendment filed on 6/11/2009; and (ii) that certain UCC-1 Financing Statement No. 057048200612 filed on 11/8/2005 as continued by UCC-3 Financing Statement Amendment filed on 5/20/2010, including, without limitation, (A) the inventory and equipment listed on the pages attached to this Exhibit A as Exhibit A-1 and (B) all intangible property of the Debtor including, without limitation, the following:

- (i) the name "Columbia Manufacturing Corp." and any and all assumed fictional business names, trade names, registered and unregistered trademarks, service marks, trade dress, logos, corporate names, Internet domain names and addresses and general-use e-mail addresses, and all goodwill associated therewith throughout the world formerly owned by Debtor;
- (ii) all inventions formerly owned by Debtor, whether or not patented or patentable;
- (iii) all copyrighted or copyrightable works formerly owned by Debtor;
- (iv) all mask works formerly owned by Debtor;
- (v) all computer software (including both source and object code), data, data bases (including all expert or proprietary content incorporated therein) and documentation of any of the foregoing formerly owned by Debtor;
- (vi) all trade secrets and other confidential information (including ideas, formulas, compositions, inventions, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information) formerly owned by Debtor; and
- (vii) copies and tangible embodiments of any of the foregoing (in whatever form or medium).