

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/20/2015
 900341407

ETAS ID: TM359190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermal Industries, Inc.		09/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Thermal Windows & Doors, LLC
Street Address:	4064 Howell Road
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4034600	24 HOUR ROOM
Registration Number:	2133038	DREAM
Registration Number:	2143647	ALARM READY
Registration Number:	2157267	DREAMGLAS
Registration Number:	1767158	DREAMSPACE
Registration Number:	1928557	DREAMSPACE
Registration Number:	2780340	E3 MAX GLASS
Registration Number:	3130200	PARK AVENUE
Serial Number:	86205660	DESIGNED FOR YOUR LIFE. GUARANTEED.
Serial Number:	86205256	VORTEX

OP \$265.00 4034600

CORRESPONDENCE DATA

Fax Number: 3026568920

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.

Phone: 3026224226

Email: dmcgregor@foxrothschild.com

Correspondent Name: Deanna M. McGregor

Address Line 1: 2000 Market Street, 20th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	056021.00010
NAME OF SUBMITTER:	Deanna M. McGregor
SIGNATURE:	/-d-/
DATE SIGNED:	10/20/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("**IP Assignment**"), dated as of the 30th day of September, 2015, is made by Thermal Industries, Inc., a Delaware corporation ("**Seller**"), for the benefit of Thermal Windows & Doors, LLC, a Pennsylvania limited liability company ("**Buyer**").

Background

Seller, Buyer and the sole shareholder of Seller are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "**Asset Purchase Agreement**"). Under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the Intellectual Property Assets (as such term is defined in the Asset Purchase Agreement), as further described in Schedule A attached hereto and incorporated herein.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall execute and deliver such further instruments of conveyance and transfer as may be reasonably requested by Buyer to effect or evidence the assignment of the Intellectual Property Assets to Buyer.
3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

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

SELLER:

THERMAL INDUSTRIES, INC.

By: Robert M. Reed, Jr.

Name: Robert M. Reed, Jr.

Title: Sr VP and General Counsel

AGREED TO AND ACCEPTED:

THERMAL WINDOWS & DOORS, LLC

By: _____

Name: John F. May

Title: Managing Director

EXECUTION VERSION

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

SELLER:

THERMAL INDUSTRIES, INC.

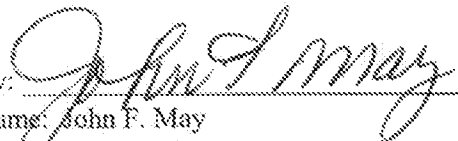
By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

THERMAL WINDOWS & DOORS, LLC

By:  _____
Name: John F. May
Title: Managing Director

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

UNITED STATES PATENTS AND PATENT APPLICATIONS:

Patents:

PATENT TITLE	STATUS	PATENT NO.	DATE PATENT APPLICATION FILED/GRANTED	CURRENT OWNER
Plastic extrusions for use in floor assemblies	Issued	U.S. Patent No. 5553427	03/01/1995 09/10/1996	Thermal Industries, Inc.
Extruded deck plank member	Issued	U.S. Patent No. D426320	03/04/1998 06/06/2000	Thermal Industries, Inc.

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS:

Registrations:

MARK	STATUS	FILING DATE	REG. DATE	REG. NUMBER	CURRENT OWNER
24 HOUR ROOM	Registered	02/24/2011	10/04/2011	U.S. Reg. No. 4,034,600	Thermal Industries, Inc.
ALARM READY	Registered	02/20/1996	03/10/1998	U.S. Reg. No. 2,143,647	Thermal Industries, Inc.
DREAM	Registered	09/01/1995	01/27/1998	U.S. Reg. No. 2,133,038	Thermal Industries, Inc.
DREAMGLAS	Registered	01/11/1996	05/12/1998	U.S. Reg. No. 2,157,267	Thermal Industries, Inc.
DREAMSPACE	Registered	01/17/1992	04/27/1993	U.S. Reg. No. 1,767,158	Thermal Industries, Inc.
DREAMSPACE	Registered	08/20/1993	10/17/1995	U.S. Reg. No. 1,928,557	Thermal Industries, Inc.
E3 MAX GLASS	Registered	01/18/2002	11/04/2003	U.S. Reg. No. 2,780,340	Thermal Industries, Inc.
PARK AVENUE	Registered	01/18/2002	08/15/2006	U.S. Reg. No. 3,130,200	Thermal Industries, Inc.

Applications:

MARK	STATUS	FILING DATE	SERIAL NUMBER	CURRENT OWNER
VORTEX	Pending	2/26/2014	86,205,256	Thermal Industries, Inc.
DESIGNED FOR YOUR LIFE. GUARANTEED.	Pending	2/27/2014	86,205,660	Thermal Industries, Inc.