

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Cantina Doors, Inc.		10/02/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JELD-WEN, inc.		
Street Address:	401 Harbor Isles Blvd		
City:	Klamath Falls		
State/Country:	OREGON		
Postal Code:	97601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4333050	PATIOFOLD	
Registration Number:	3371363	LA CANTINA DOORS	
Registration Number:	4692418	OPEN SPACES	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9584		
Email:	tm-pdx@stoel.com, dan.heinzkill@stoel.com		
Correspondent Name:	Anne W. Glazer		
Address Line 1:	900 SW 5th Ave., Ste. 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	41832-43		
NAME OF SUBMITTER:	Dan Heinzkill of Stoel Rives LLP		
SIGNATURE:	/DaN/		
DATE SIGNED:	12/10/2015		
Total Attachments: 8			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is executed as of October 2, 2015 (the “Closing Date”), between La Cantina Doors, Inc., a California corporation (“Assignor”), Matthew W. Power, an individual resident of California (“Power”), and JELD-WEN, inc., a Delaware corporation (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith, by and among Assignor, Assignee and Power (the “Purchase Agreement”).

STATEMENT OF PURPOSE

WHEREAS, Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interests in and to the Purchased Assets, including, without limitation, Assignor’s Intellectual Property;

WHEREAS, Simultaneously with the execution of this IP Assignment Agreement, the parties hereto are entering into a Bill of Sale, Assignment and Assumption Agreement, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering to Assignee all of its rights, title and interests in and to certain contracts and the other Purchased Assets, all as described therein; and

WHEREAS, Pursuant to Section 7.1(c) and Section 7.2(b) of the Purchase Agreement, the parties hereto have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens (other than Permitted Liens), all of Assignor’s rights, title and interests in and to all of the Purchased IP (whether owned by Assignor or a third Person), including, without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, the right to sue for any and all past infringements of such Purchased IP, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“Company Assigned IP”). In order to enable the use by Assignee of any website names and addresses set forth on Schedule A hereto (“Domain Names”), Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor’s relating thereto. Powers hereby sells, assign, conveys, transfers and delivers to Assignee all of Assignor’s rights, title and interests in and to all Intellectual Property owned by Power and used in connection with or related to the

Business, including, without limitation, all Intellectual Property made or conceived or reduced to practice or learned by Power, either alone or jointly with others, during the period of his employment with Assignor (“Power Assigned IP” and, together with the Company Assigned IP, the “Assigned IP”).

2. **Further Assurances.** Each of Assignor and Power hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (i) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (ii) assist Assignee, at Assignee’s request (and at Assignee’s costs), in exercising any rights with respect thereto.

(a) Each of Assignor and Power authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

(b) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or Power or their respective agents, affiliates or attorneys, Assignor or Power, as applicable, shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

3. **Power of Attorney.** Without limiting Section 2 hereof, each of Assignor and Power hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor and Power, as applicable, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor and Power but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Assigned IP and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor, Power or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Assigned IP, register the Assigned IP in the name of Assignee and collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Assigned IP and to register the Assigned IP in the name of Assignee and to use Assignor’s and Power’s names (and trade

names) in such manner as Assignee may reasonably deem necessary for the collection and recovery of same.

Each of Assignor and Power hereby declare that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or Power.

4. **Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and each of their respective successors and assigns.

5. **Third-Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

6. **Choice of Law.** Delaware Law (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of or relating in any way to this IP Assignment Agreement, including all disputes, claims or causes of action arising out of or relating to this IP Assignment Agreement as well as the interpretation, construction, performance and enforcement of this IP Assignment Agreement.

7. **Terms of the Purchase Agreement.** To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

8. **Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

La Cantina Doors, Inc.

By: 

Name: Matthew W. Power

Title: President

ASSIGNEE:

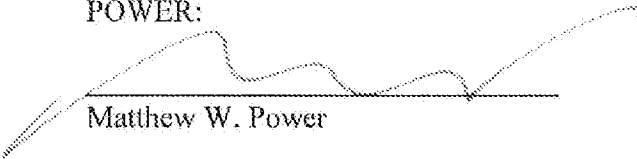
JELD-WEN, inc.

By: _____

Name: John Linker

Title: SVP, Treasurer & Corporate
Development

POWER:


Matthew W. Power

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

La Cantina Doors, Inc.

By: _____

Name: Matthew W. Power

Title: President

ASSIGNEE:

JELD-WEN, inc.

By:  _____

Name: John Linker

Title: SVP, Treasurer & Corporate
Development

POWER:

Matthew W. Power

SCHEDULE A

Company Assigned IP

Patents

1. Title: ZERO STEP SILL EXTRUDED FLUSH THRESHOLD DOOR SEAL SYSTEM
Patent No.: 8074699
Application No: 12557888
Filing Date: 9/11/2009
Assignee: La Cantina Doors, Inc.

2. Title: [REDACTED]
Patent No.: N/A
Application No: [REDACTED]
Filing Date: [REDACTED]
Applicant: [REDACTED]

3. Title: [REDACTED]
Patent No.: N/A
Application No: [REDACTED]
Filing Date: [REDACTED]
Applicant: [REDACTED]

Trademarks

1. Mark: PATIOFOLD
Serial No: 85464698
Registration No.: 4333050
Registrant: La Cantina Doors, Inc.

2. Mark: LA CANTINA DOORS
Serial No: 77015161
Registration No.: 3371363
Registrant: La Cantina Doors, Inc.

3. Mark: OPEN SPACES
Serial No.: 86342431
Registration No.: 4692418
Registrant: La Cantina Doors, Inc.

Domain Names

1. [REDACTED]

2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]
15. [REDACTED]
16. [REDACTED]

Unregistered Intellectual Property

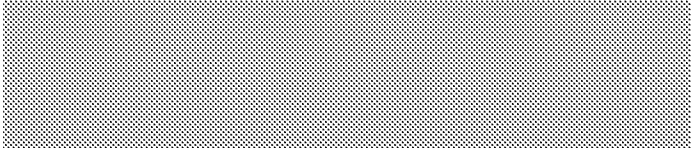
1. [REDACTED]
2. [REDACTED]

The following taglines:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]

The following logo:



In addition to the foregoing, any intellectual property rights that inured to Seller in foreign jurisdictions.

Intellectual Property Licensed to Assignor

1. [REDACTED]
2. [REDACTED]