

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISTA WINDOW COMPANY, LLC		02/17/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	VISTA ACQUISITION COMPANY, LLC		
Street Address:	56 Milliken Street		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4393145	ENVIROTEK	
Registration Number:	4343402	ECO-SURE	
Registration Number:	3471500	VISTA WINDOW COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	rfalk@calfee.com, ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	The Calfee Building		
Address Line 2:	1405 East Sixth Street		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	37337.04008		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	02/22/2017		
Total Attachments: 5 source=04197998#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Trademark Assignment Agreement") is made as of February 17, 2017, by and between Vista Acquisition Company, LLC, a Delaware limited liability company (the "Assignee"), having an address of 56 Milliken Street, Portland, Maine 04112, and Vista Window Company, LLC, an Ohio limited liability company ("Assignor"), having an address of 1701 Henn Parkway, Lordstown, Ohio.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of February 17, 2017, by and among Assignor, Assignee, VS Peach, LLC, an Ohio limited liability company, Paradigm CW Holdings, LLC, a Delaware limited liability company, Jim Pastore, as Sellers' Representative and each of each of the Persons identified on Exhibit A of the Asset Purchase Agreement. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement; and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to the Intellectual Property, and Assignor has agreed to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. 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 Trademark Assignment Agreement 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 Trademark Assignment Agreement 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 Trademark Assignment Agreement.

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

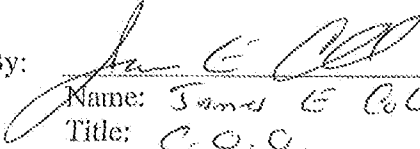
6. Governing Law. This Trademark Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

VISTA WINDOW COMPANY, LLC

By: 
Name: James E Collins
Title: C.O.O.

ASSIGNEE:

VISTA ACQUISITION COMPANY, LLC

By: _____
Name: Richard R. Hollington III
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.


ASSIGNOR:

VISTA WINDOW COMPANY, LLC

By: _____
Name:
Title:


ASSIGNEE:

VISTA ACQUISITION COMPANY, LLC

By: 
Name: Richard R. Hollington III
Title: President and Chief Executive Officer

SCHEDULE I

Registered Trademarks:

Trademark	Filing Date	Registration Date	Serial No.	Registration No.	Owner	Status
ENVIROTEK	1/23/2012	8/27/2013	85522615	4393145	Vista Window Company, LLC	Live
ECO-SURE	1/23/2012	5/28/2013	85522369	4343402	Vista Window Company, LLC	Live
VISTA WINDOW COMPANY & Design 	12/5/2007	7/22/2008	77344764	3471500	Vista Window Company, LLC	Live

Unregistered Trademarks:

EEE-Z-KLEEN

EEE-Z-Kleer
GLASS

LockIQ

SEAL SMART

SEAL SMART
GLASS SYSTEMS

ASSURE

PANORAINBOW

Panorainbow
COLOR SYSTEM

PANORAMA
WINDOW SYSTEM

SUPER V-SEAL

Super V-Seal
Insulated Glass System

ULTRA V-SEAL

Ultra V-Seal
Insulated Glass System

LOCKIQ

VISTABAR

VISTASURE

PANORAMA

COMPASS WINDOWS

SCENIC VIEW WINDOWS