

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cherrydale Glass Shop, Inc.		12/01/1999	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	Apogee Enterprises, Inc.
Street Address:	7900 Xerxes Avenue South
Internal Address:	Suite 1800
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55431
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1551291	
Registration Number:	1550517	CHERRYDALE

CORRESPONDENCE DATA	
Fax Number:	(612)340-8856
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(612) 343-2178
Email:	ip.docket@dorsey.com
Correspondent Name:	Dorsey & Whitney LLP
Address Line 1:	50 South Sixth Street
Address Line 2:	Suite 1500
Address Line 4:	Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	4,477
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NAME OF SUBMITTER:	Elizabeth C. Buckingham
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Total Attachments: 20  
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**ACKNOWLEDGEMENT OF ASSIGNMENT OF TRADEMARKS  
AND TRADEMARK REGISTRATIONS**

WHEREAS, Apogee Enterprises, Inc., a Minnesota corporation ("Apogee"), entered into a certain Asset Purchase Agreement with Cherrydale Glass Shop, Inc., a Virginia corporation ("Cherrydale") and K&L, Inc., a Virginia corporation, on January 13, 1995 (the "Agreement"), a redacted version of which is attached hereto as Exhibit A,

WHEREAS, pursuant to the terms of the Agreement, Apogee purchased substantially all of the assets of Cherrydale related to or used in automobile glass repair and replacement;

WHEREAS, as part of the Agreement, Apogee and Cherrydale entered into a certain License Agreement on January 30, 1995 (the "License"), a redacted version of which is attached hereto as Exhibit B, whereby Cherrydale licensed the trademarks listed on Exhibit C, attached hereto (the "Marks"), and agreed that the Marks would automatically be assigned, without further documentation, to Apogee upon payment of certain Subordinated Promissory Notes (the "Notes");

WHEREAS, Apogee paid the Notes in full as of December 1, 1999 (the "Effective Date");

NOW, THEREFORE, for good and valuable consideration paid by Apogee to Cherrydale, the undersigned does hereby acknowledge that the Notes were paid in full and, that under the terms of the Agreement and the License, all of Cherrydale's rights, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the existing registration of the Marks, were automatically assigned to Apogee as of the Effective Date.

This acknowledgement shall be binding on the successors and assigns of Apogee.

**APOGEE ENTERPRISES, INC.**

By: \_\_\_\_\_

Name: Gary R. Johnson

Title: Vice President and Treasurer

Date: 12/30/03

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ASSET PURCHASE AGREEMENT  
BY AND AMONG  
CHERRYDALE GLASS SHOP, INC.,  
K&L, INC.  
AND  
APOGEE ENTERPRISES, INC.

Dated as of January 13, 1995

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EXHIBIT

A

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of the 13th day of January, 1995, by and among Cherrydale Glass Shop, Inc., a Virginia corporation ("Seller"), K&L, Inc., a Virginia corporation ("K&L"), and Apogee Enterprises, Inc., a Minnesota corporation ("Buyer").

WHEREAS, Seller is engaged in the business of providing retail and fleet automobile glass repair and replacement in the greater Washington, D.C. metropolitan area (the "Business");

WHEREAS, Buyer is engaged in similar businesses in different areas of the country and is seeking to expand its presence in the Washington, D.C. greater metropolitan area; and

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, on the terms and subject to the conditions set forth in this Agreement, substantially all of the assets of Seller related to or used in the Business and certain related liabilities of Seller disclosed to Buyer in this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective covenants and commitments of Seller, Buyer and K&L, Seller, Buyer and K&L agree as follows:

### ARTICLE I

#### TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing (as defined in Section 3.01 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as defined in Section 3.01 hereof), in and to all of the assets related to, or used in conjunction with, the Business (collectively, except for the excluded assets set forth in Section 1.02 hereof, the "Assets"), including, but not limited to:

- (a) All of the equipment, machinery, vehicles, furniture, fixtures, furnishings and leasehold improvements owned by Seller, of which such assets are identified in Schedule 1.01(a) hereto;
- (b) Seller's interest in the real property leases identified in Schedule 1.01(b) hereto;

(c) Seller's interest in the personal property leases identified in Schedule 1.01(c) hereto;

(d) All of Seller's inventories of supplies, raw materials, parts, finished goods, work-in-process and packaging materials used in connection with the Business and Seller's interest in all orders or contracts for the purchase of supplies, raw materials, parts and packaging materials used in connection with the Business;

(e) Seller's interest in the licenses, contracts or agreements identified in Schedule 1.01(e) hereto;

(f) All unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by Seller in the ordinary course of business of the Business, including, without limitation, unfilled or uncompleted contracts, commitments or purchase or sales orders which relate to glass glazing services to be provided by Seller after the date hereof, all of which are identified in Schedule 1.01(f) hereto;

(g) All documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by Seller and used in connection with the Business, whether such properties are located on Seller's premises or on the business premises of Seller's suppliers or customers, including, without limitation, all software programs (including both source and object codes) and related documentation for software used in or developed for support of the Business;

(h) All rights in patents, patent applications, trademarks, service marks, trade names, copyrights, trade secrets or other intellectual property rights owned by, licensed to or otherwise controlled by Seller or used in, developed for use in or necessary to the conduct of the Business as now conducted or planned to be conducted including the rights to institute or maintain any action or investigation for and to recover damages for any past infringement thereof or any actions of unfair competition relating thereto, but excluding those intellectual property rights set forth in Schedule 1.01(h) and Seller's logo which relate to the name "Cherrydale" and which will be the subject of a royalty-free, worldwide, exclusive license agreement to be entered into on the Closing Date by Buyer and Seller in form and substance mutually agreeable to Buyer and Seller (and which license agreement shall transfer such intellectual property to Buyer upon payment in full of the Subordinated Note) (the "License Agreement");

(i) All of Seller's books, records and other documents and information relating to the Assets or the Business, excluding those required to be maintained by Seller for tax, accounting and insurance reasons (as to which Seller shall provide copies to Buyer as reasonably requested by Buyer) and excluding confidential personnel records, but including, without limitation, all customer, prospect, dealer

and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, commission records, correspondence, employee payroll records, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product catalogs and brochures;

(j) All accounts or notes receivable owing to Seller;

(k) Seller's current telephone listings and the right to use the telephone numbers currently being used at the principal offices and other offices or facilities of Seller;

(l) All permits, licenses and other governmental approvals held and legally transferrable by Seller and used or necessary for use in the operation of the Business;

(m) All prepaid expenses and deposits made by Seller;

(n) Any rights to recovery by Seller arising out of litigation that is related to the Assets or the Business pending prior to or commencing on or after the Closing Date, with the exception of rights of recovery by Seller related to claims brought against Seller; and

(o) Goodwill (including all goodwill associated with and symbolized by any trademark or service mark, trade name or corporate name used by Seller in connection with the Business), all related tangibles and intangibles of Seller and all rights to continue to use the Assets in the conduct of the Business as currently conducted or currently intended to be conducted.

1.02 Excluded Assets. Notwithstanding the terms of Section 1.01, the following assets shall be retained by Seller and shall not be sold, transferred or assigned to Buyer in connection with the purchase of the Assets:

(a) All cash and cash equivalents of Seller;

(b) All bank accounts of Seller;

(c) All insurance policies of Seller;

(d) All intercompany accounts (including accounts receivable) between Seller and K&L;

(e) Remaining balances on accounts receivable relating solely to Seller's inability to cash checks from the creditors of such accounts receivable due to insufficient funds of such creditors in their checking accounts;

4.15 Intellectual Property Rights. Schedule 1.01(h) hereto lists and describes all rights in (i) patents, trademarks, service marks, trade names and copyright registrations, and all applications pending therefor, and all corporate names, which are used or held for use by Seller in connection with the Business as currently conducted or currently intended to be conducted, and (ii) any material intangible property licenses for such property granted to Seller in connection with the Business. Except as set forth in Schedule 1.01(h) hereto, Seller owns and possesses all right, title and interest, or (as described in Schedule 1.01(h)) holds a valid license in and to the rights set forth in Schedule 1.01(h), and Seller owns and possesses the right to use all trade secrets, know-how or other intellectual property, used or held for use in connection with the Business as currently conducted or currently intended to be conducted. Except for the license agreement to K&L referenced in Schedule 4.14 to the Disclosure Schedule (which shall be terminated by Seller and K&L on the Closing Date), Seller has not licensed to third parties any intellectual property of or related to the Business. Seller has not received any notice of, nor are there any facts known to Seller which indicate a likelihood of, any infringement or misappropriation by or conflict from any third party with respect to its intellectual property rights; no claim by any third party contesting the validity of any of its intellectual property rights has been made, is currently outstanding or, to the knowledge of Seller, is threatened; Seller has not received any notice of any infringement, misappropriation or violation by Seller of any intellectual property rights of any third parties, and, to the knowledge of Seller, Seller has not infringed, misappropriated or otherwise violated any such intellectual property rights; and, to the knowledge of Seller, no infringement, illicit copying, misappropriation or violation has occurred or will occur with respect to the conduct of the Business as now conducted.

4.16 Litigation. Except as set forth in Schedule 4.16 of the Disclosure Schedule, there are no actions, suits, proceedings, orders or investigations pending or, to the knowledge of Seller, threatened against or affecting the Assets or the Business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

4.17 Warranties. Except as set forth in Section 10.04, Seller acknowledges that Buyer is not assuming any of Seller's obligations or liabilities under any warranty relating to any products or services sold by Seller.

4.18 Employees.

(a) Seller has complied with all laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

APOGEE ENTERPRISES, INC.

By *[Signature]*  
Its CHAIRMAN/CEO

CHERRYDALE GLASS SHOP, INC.

*[Signature]*  
Larry A. Lohman, President

K&L, INC.

*[Signature]*  
Larry A. Lohman, President

LICENSE AGREEMENT

This License Agreement, dated as of the 30th day of January, 1995, is entered into by and between Apogee Enterprises, a Minnesota corporation (the "Licensee"), and Cherrydale Glass Shop, Inc., a Virginia corporation (the "Licensor").

WHEREAS, Licensor is the owner of certain trademarks and services marks, identified in Attachment A hereto, now and previously used by Licensor and registered on the Principal Register of the United States Patent and Trademark Office (the "Licensed Marks").

WHEREAS, Licensor is the owner of an unregistered trade name and mark, identified in Attachment B hereto, now and previously used by Licensor (the "Licensed Name").

WHEREAS, Licensor, Licensee and K&L, Inc., a Virginia corporation ("K&L"), have entered into that certain Asset Purchase Agreement dated as of January 13, 1995, pursuant to which Licensee agreed to purchase substantially all of the assets of Licensor, and that certain Asset Purchase Agreement dated as of January 13, 1995, pursuant to which Licensee agreed to purchase substantially all of the assets of K&L (collectively, the "Asset Purchase Agreements").

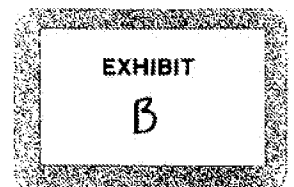
WHEREAS, the entry into this License Agreement by Licensor is a material condition to Licensee's obligation to close the transactions described in the Asset Purchase Agreements.

WHEREAS, Licensor desires to grant, and Licensee desires to receive, an exclusive, worldwide and royalty-free right and license to use the names and marks identified in Attachment A and B hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, and Licensee hereby accepts, for the term of this License Agreement, an exclusive, worldwide, royalty-free right and license to use, and to sublicense the use of, the Licensed Marks and the Licensed Name in connection with the business of the Licensee as now or hereafter conducted.

2. Minimum Quality Requirements. Licensee agrees that the nature and quality of the services rendered and goods sold by Licensee in connection with the Licensed Marks and Licensed Name and Licensee's use of the Licensed Marks and Licensed Name shall conform to standards set by and under the control of Licensor. Licensor acknowledges that the level of quality of the goods and services and



manner of use of Licensee as sold, rendered and/or used by Licensee immediately prior to the date hereof represents an acceptable level of quality and manner of use.

3. Inspection Rights. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of the nature and quality of the services rendered and goods sold by Licensee in connection with the Licensed Marks and Licensed Name and, upon the reasonable request of Licensor, Licensee agrees to supply Licensor with specimens of use of the Licensed Marks and Licensed Name (including advertising, sample products and service materials) during the term of this License Agreement. If Licensor detects quality problems with the use of the Licensed Marks and Licensed Name, Licensor shall have the right to inspect Licensee's facilities; provided, that (i) such investigation shall take place during normal business hours and only to the extent necessary to verify the nature and quality of services rendered and goods sold by Licensee in connection with the Licensed Marks and Licensed Name; (ii) Licensee shall give Licensor twenty (20) days' written notice prior to any such investigation; (iii) Licensor shall keep all information disclosed to it during the investigation confidential and shall not disclose such information to any third party unless required by law; and (iv) such investigation shall not interfere with or disturb the operation of the business.

4. Exclusive Use of Licensed Marks and Licensed Name. Licensee's use of the Licensed Marks and Licensed Name pursuant to this License Agreement shall comply with all marking requirements, filing requirements and other laws pertaining to trademarks or trade names in force in the jurisdictions in which Licensee is using such Licensed Marks or Licensed Name at the time of such use, except where non-compliance would not have a material adverse effect on the value, validity or enforceability of the Licensed Marks or Licensed Name. Licensor acknowledges that it has not previously licensed any rights in (or to the use of) the Licensed Marks or Licensed Name (with the exception of the unwritten license to K&L which shall terminate as provided below), that, upon the execution and delivery of this License Agreement, Licensee shall be the sole person with the rights to use the Licensed Marks and Licensed Name during the term hereof, and that Licensor shall have no rights to use or transfer the use of such Licensed Marks and Licensed Name to any other person during the term hereof.

5. Ownership of Licensed Name and Licensed Marks.

(a) Licensee acknowledges and agrees that Licensor is the owner of all rights in the Licensed Marks and Licensed Name, that all use of the Licensed Marks and Licensed Name by Licensee shall inure to the benefit of Licensor, and that Licensee will not take any action during the term of this License Agreement which is inconsistent with Licensor's ownership of the Licensed Marks and Licensed Name. Licensor shall take all action reasonably necessary to maintain the current registrations for the Licensed Marks during the term hereof.

(b) During the term of this License Agreement, Licensor shall not sell, assign, transfer, convey, or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber any or all of, the Licensed Marks or the Licensed Name, and Licensor shall not take any other action which might have a material adverse effect on the goodwill connected with the Licensed Marks or Licensed Name.

6. Trademark Applications. Licensee shall be responsible for, and may exercise its sole discretion with respect to, deciding whether to apply for and prosecute applications for registration of the Licensed Marks in any jurisdiction (foreign, state, federal or local) on behalf of Licensor and whether to maintain any such registrations therefor on behalf of Licensor. Licensor shall provide reasonable cooperation to Licensee in obtaining and maintaining any such registrations; provided, that obtaining and maintaining any such registrations shall be at the expense of Licensee. Licensor shall have the right, at its own expense, to apply for and prosecute such applications and maintain such registrations therefor so long as Licensor first consults with Licensee and provides Licensee with a reasonable opportunity to apply for and prosecute such applications and maintain such registrations; provided, that any rights associated with such registrations obtained by Licensor shall become Licensed Marks hereunder subject to all provisions hereof, including, without limitation Section 10(a).

7. Corporate Name. Licensor shall provide such reasonable cooperation to Licensee as may be required to permit Licensee to operate under the Licensed Name in any jurisdiction and shall take such actions as are necessary to cause its corporate name and logo to be changed so as not to make use of the Licensed Marks or Licensed Name.

8. Infringements. Licensee shall give Licensor immediate notice in writing of any infringement or threatened infringement of the Licensed Marks or Licensed Name of which Licensee becomes aware. In any such case, Licensee shall have complete discretion whether to institute proceedings for infringement of the Licensed Marks and Licensed Name and complete discretion and control over such proceedings at its own expense. In the event Licensee does not institute such proceedings promptly after becoming aware of any such infringement or threatened infringement, Licensor may institute and control such proceedings, at its own expense, with the prior written consent of Licensee (which shall not be unreasonably withheld).

9. Term and Termination.

(a) Unless terminated earlier pursuant to Section 9(b) or Section 9(c) hereof, the term of this License Agreement shall be from the date hereof until such date as Licensee has made all principal and interest payments to be paid under (i) that certain Subordinated Promissory Note of Licensee of the same date hereof,

payable to Licensor in the principal amount of ( ) (the "Cherrydale Note"), and (ii) that certain Subordinated Promissory Note of Licensee of the same date hereof, payable to K&L, Inc., a Virginia corporation, in the principal amount of collectively, with the Cherrydale Note, the "Notes").

(b) Licensor shall have the right to terminate this License Agreement early upon the occurrence of an Event of Default under either or both of the Notes that continues uncured for an additional thirty (30) days.

(c) Unless terminated earlier pursuant to Section 9(a) or Section 9(b), this License Agreement shall terminate on the later of (i) April 1, 2000, and (ii) the final resolution of any and all disputes involving Licensee and Licensor and/or K&L and relating to Licensee's "Offset Right" (as defined in the Asset Purchase Agreements).

10. Effect of Termination.

(a) In the event this License Agreement terminates pursuant to Section 9(a) hereof, all of Licensor's rights, title and interest in and to the Licensed Marks and the Licensed Name, and the goodwill connected therewith, free and clear of all liens, charges and encumbrances, shall be automatically, by operation of law and without any action on the part of either Licensor or Licensee, be sold, transferred, assigned and conveyed by Licensor to Licensee, effective as the date of such termination. To the extent necessary to perfect such transfer of ownership, Licensor hereby agrees to sign and deliver to Licensee an assignment in substantially the form attached hereto as Attachment C and recordable with the United States Patent and Trademark Office.

(b) In the event Licensor terminates this License Agreement pursuant to Section 9(b) or this License Agreement expires pursuant to Section 9(c) hereof, the Licensed Marks and the Licensed Name, and the goodwill connected therewith, shall remain the property of Licensor. Licensee shall immediately discontinue all use of the Licensed Marks and the Licensed Name, or any confusingly similar imitations thereof, and shall destroy all packaging, advertising material, labels and other printed materials bearing the Licensed Marks or Licensed Name; provided, however, that it may, for a period of 120 days thereafter, sell and advertise its products and services using the Licensed Marks and Licensed Name under any agreements or arrangements providing for such sale or advertising entered into prior to the date of termination.

11. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from any loss, liability, deficiency, damage, expense or cost (including reasonable legal expenses) with respect to Licensee's use of the Licensed Marks and Licensed Name, except to the extent, if any, such claims give rise to an "Offset Right"

(as defined in the Asset Purchase Agreements) of Licensee under one or both of the Asset Purchase Agreements.

12. Assignment. This License Agreement shall not be assignable, in whole or in part, by either party without the written consent of the other party, except that Licensee may, without the consent of Licensor: (i) sublicense third parties to use the Licensed Marks and/or Licensed Name pursuant to a sublicense agreement containing terms substantially similar to the terms hereof with respect to the protection of the Licensed Marks and Licensed Name and the inspection rights and quality standards described herein, and (ii) assign its rights and obligations under this License Agreement, to any corporation, firm or other business entity with or into which Licensee may merge or consolidate, or to which Licensee may sell or transfer substantially all of the Assets or the Business (each as defined under the Asset Purchase Agreements), or of which 50% or more of the equity investment and of the voting control is owned, directly or indirectly, by, or is under common ownership with, Licensee, including without limitation, Harmon Glass Company. Licensee shall provide written notice to Licensor of any such assignment or sublicense. After any such assignment by Licensee, such assignee shall thereafter be deemed to be the Licensee for the purposes of all provisions of this License Agreement. Subject to the foregoing, this License Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Entire Agreement. This License Agreement is the entire agreement of the parties with respect to the licensing of the Licensed Marks and the Licensed Name, there being no prior written or oral promises or representations not incorporated herein. No amendments or modifications of the terms of this License Agreement shall be binding upon either party unless in writing and signed by both parties.

14. Governing Law. The internal law, and not the law of conflicts, of the State of Minnesota will govern all questions concerning the construction, validity and interpretation of this License Agreement and the performance of the obligations imposed by this License Agreement.

15. Notices. All notices, demands and other communications to be given or delivered under or by reasons of the provisions of this License Agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by overnight courier, messenger, facsimile, telecopy, or other electronic device. Notices, demand and other communications to Licensee and Licensor will, unless another address is specified in writing, be sent to the address indicated below:

If to Licensor:

Apogee Enterprises, Inc.  
7900 Xerxes Avenue South, Suite 1800  
Minneapolis, Minnesota 55431-1159  
Attention: Vice President of Business  
and Product Development  
Telecopy: (612) 835-3196

with a copy to:

Dorsey & Whitney P.L.L.P.  
220 South Sixth Street  
Minneapolis, Minnesota 55402  
Attention: Robert A. Rosenbaum, Esq.  
Telecopy: (612) 340-8738

If to Licensee:

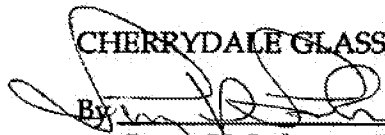
Cherrydale Glass Shop, Inc.  
6072 Franconia Road  
Alexandria, Virginia 22310  
Attention: Larry A. Lohman, President  
Telecopy: (703) 971-6995

with a copy to:

Patton Boggs, L.L.P.  
2550 M. Street, N.W.  
Washington, D.C. 20037  
Attention: James R. Stuart III, Esq.  
Telecopy: (202) 457-6315

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this License Agreement as of the date first written above.

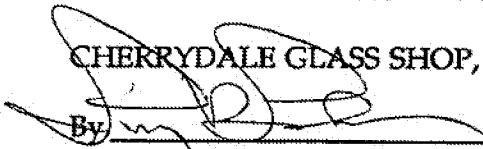
CHERRYDALE GLASS SHOP, INC.  
By   
Larry H. Lohman, President

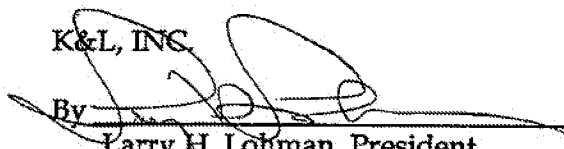
APOGEE ENTERPRISES, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

TERMINATION AND RELEASE

In acknowledgement of the foregoing License Agreement, in consideration of the consummation of the transactions contemplated under the Asset Purchase Agreements, and as a material inducement to Licensee to close the transactions described in the Asset Purchase Agreements, Cherrydale Glass Shop, Inc. and K&L, Inc. hereby terminate their agreement pursuant to which Cherrydale Glass Shop, Inc. permitted K&L, Inc. to use the Licensed Marks and Licensed Name. K&L, Inc. hereby forever waives and releases any rights and interests under such agreement and any rights and interest in the Licensed Marks and Licensed Name.

CHERRYDALE GLASS SHOP, INC.  
By   
Larry H. Lohman, President

K&L, INC.  
By   
Larry H. Lohman, President



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this License Agreement as of the date first written above.

CHERRYDALE GLASS SHOP, INC.

By \_\_\_\_\_  
Larry H. Lohman, President

APOGEE ENTERPRISES, INC.

By *Donald W. Thel*  
Its Chairman & CEO

TERMINATION AND RELEASE

In acknowledgement of the foregoing License Agreement, in consideration of the consummation of the transactions contemplated under the Asset Purchase Agreements, and as a material inducement to Licensee to close the transactions described in the Asset Purchase Agreements, Cherrydale Glass Shop, Inc. and K&L, Inc. hereby terminate their agreement pursuant to which Cherrydale Glass Shop, Inc. permitted K&L, Inc. to use the Licensed Marks and Licensed Name. K&L, Inc. hereby forever waives and releases any rights and interests under such agreement and any rights and interest in the Licensed Marks and Licensed Name.

CHERRYDALE GLASS SHOP, INC.

By \_\_\_\_\_  
Larry H. Lohman, President

K&L, INC.

By \_\_\_\_\_  
Larry H. Lohman, President

ATTACHMENT A


1. United States Service Mark Registration No. 1,550,517 for Cherrydale, registered August 1, 1989 with the United States Patent and Trademark Office.
2. United States Service Mark Registration No. 1,551,291 for Cherry Design, registered August 1, 1989 with the United States Patent and Trademark Office.

ATTACHMENT B

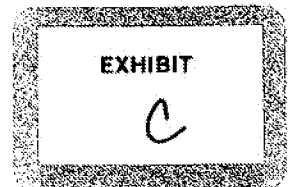
1. The corporate name "Cherrydale Glass Shop," including the common law rights therein.

**Exhibit C**

United States Registrations

Mark	Serial Number	Filing Date	Registration Number	Registration Date
Cherry Design 	73/762,710	November 9, 1988	1,551,291	August 8, 1989
CHERRYDALE	73/762,701	November 9, 1988	1,550,517	August 1, 1989

4819-8000-7168VI



**ACKNOWLEDGEMENT OF ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATIONS**

WHEREAS, as of December 1, 1999 (the "Effective Date"), the undersigned was the President of Cherrydale Glass Shops, Inc., which was, as of the Effective Date, a Virginia corporation with principal place of business at 6072 Franconia Road, Alexandria, Virginia 22310 ("Cherrydale");


WHEREAS Cherrydale had adopted and used the trademarks and obtained the trademark registrations listed on Exhibit A, attached hereto (the "Marks");

WHEREAS, Apogee Enterprises, Inc., a Minnesota corporation having a principal place of business at 7900 Xerxes Avenue South, Suite 1800, Minneapolis, Minnesota 55431 ("Assignee"), acquired the Marks as of the Effective Date and desires to enjoy the protection of the registration of the Marks; and

WHEREAS, Cherrydale is no longer in existence;

NOW, THEREFORE, for good and valuable consideration paid by Apogee to Cherrydale concluding on the Effective Date, the undersigned does hereby acknowledge the assignment and transfer by Cherrydale to Assignee as of the Effective Date of all of Cherrydale's right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the goodwill of the business symbolized by the Marks, and the existing registration of the Marks.

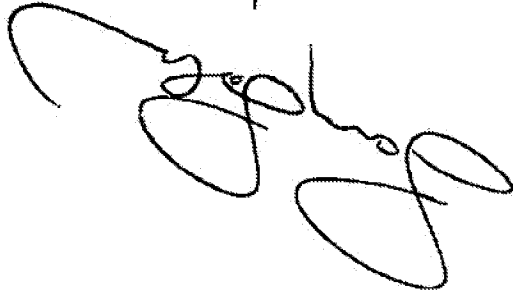
This acknowledgement shall be binding on the successors and assigns of Cherrydale and shall inure to the benefit of the successors and assigns of Assignee.


By: 

Name: Larry Lohman

Date: 12/26/03

12/26/03



Mark	Serial Number	Filing Date	Registration Number	Registration Date
CHERRYDALE	73/762,701	November 9, 1988	1,550,517	August 1, 1989
 Cherry Design	73/762,710	November 9, 1988	1,551,291	August 8, 1989

United States Registrations

Exhibit A