

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vinylbilt Shutter Systems, Inc.		12/01/2004	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Turnils North America, Inc.		
Street Address:	1327 Northbrook Parkway, Suite 410		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2820615	VINYLBIT	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Attn: Lisa A. Osman		
Address Line 4:	Denver, COLORADO 80202-5647		
NAME OF SUBMITTER:	Lisa A. Osman		
Signature:	/3463 LAO/		
Date:	12/22/2004		

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Total Attachments: 3

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TRADE-MARK ASSIGNMENT

WHEREAS, VINYLBIT SHUTTER SYSTEMS INC., an Ontario corporation, ("Assignor"), is the owner of the trade-marks, trade-mark registrations and applications listed and more fully described in Exhibit A hereto (the "Trade-marks");

WHEREAS, Assignor desires to assign to TURNILS NORTH AMERICA, INC., a New York corporation, ("Assignee"), and Assignee desires to receive, all of Assignor's right, title and interest in and to the Trade-marks, together with the goodwill associated therewith.

WHEREAS Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Trade-marks, and pending "intent-to-use" and use based applications for registration thereof in the United States Patent and Trademark Office and applications are set forth more fully in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS Assignee is desirous of acquiring the entire right, title and interest in and to said Trade-marks and the registrations and pending applications for registration thereof, together with the goodwill of the business symbolized by said trademarks together with the goodwill of the associated business and related trademark and copyright rights;

WHEREAS, Assignor has intended to use or has used the marks listed in Exhibit A in interstate commerce in the United States and between the U.S. and Canada and has filed applications with the United States Patent and Trademark Office based upon its bona fide intent-to-use such marks in commerce, which applications were given the serial numbers shown, but has not yet filed allegations of use of the marks under Section 1(c) or 1(d) of the Trademark Act;

WHEREAS, Assignee is acquiring the entire business, or the portion thereof, to which the marks in Schedule A pertain, as required by 15 U.S.C. § 1060;

NOW, THEREFORE, in consideration of the sum of USD One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor does hereby assign unto Assignee the entire right, title and interest in and to the Trade-marks and pending "intent-to-use" and use based applications thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, together with the goodwill of the business symbolized by said trademarks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said Trade-marks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Assignor hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the Trade-marks and registrations thereof before the proper office, agency or Registrar.

AND, Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trademarks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

AND the Assignor hereby covenants that the Assignee shall peaceably and quietly have, hold, and possess and enjoy the Trade-marks to and for its own use and benefit, free and clear and fully and absolutely released and discharged, at the cost of the Assignor, from all former and other bargains, sales, gifts, grants, changes and encumbrances whatsoever, and the Assignor hereby indemnifies the Assignee with respect thereto;

This Assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto.

Executed as of the 1 day of Dec., 2004.

VINYLBILT SHUTTER SYSTEMS, INC.

By: *AG*

Print name: ANGELO GABRIELE

Title: PRES.

EXHIBIT A

<u>Trade-mark</u>	<u>Reg. Country</u>	<u>App. No.</u>	<u>Reg. No.</u>
Vinylbilt	USA	76/197,791	2,820,615

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