

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Window Corporation		05/06/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	International Aluminum Corporation		
Street Address:	767 Monterey Pass Rd.		
City:	Monterey Park		
State/Country:	CALIFORNIA		
Postal Code:	91754		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3267683	ENERGY SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(650)802-3100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 802-3905		
Email:	kwang-chien.ger@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Kwang-chien Ger		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	54057.0008.K.C.GER		
NAME OF SUBMITTER:	Kwang-chien Ger		
Signature:	/Kwang-chien Ger/		
Date:	05/13/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment"), dated as of May 6, 2010 (the "Effective Date"), is made and entered into by and between International Window Corporation, a California corporation ("Assignor"), and International Aluminum Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Mark (as defined below);

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee;

WHEREAS, Assignor and Assignee each believe that it is in the best interests of the parties hereto to transfer ownership of the Mark to Assignee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Mark throughout the world.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth in the Agreement, and for other good and valuable consideration (including, without limitation, the additional consideration set forth in Section 3 below), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Marks.

"Mark" means the trademark identified in Attachment 1 hereto, including, without limitation, all registrations and applications therefor.

2. Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its right, title and interest throughout the world in and to the Mark, together with the goodwill symbolized by the Mark and all rights, claims and privileges pertaining to the Mark, including, without limitation, the right to sue and recover damages for past, present and future infringement of the Mark and the right to prosecute and maintain trademark registrations and applications for trademark registrations for the Mark.

3. Consideration.

As additional consideration for the assignment set forth in this Trademark Assignment, Assignee will pay Assignor a one-time sum of ten U.S. dollars (U.S. \$10.00) within a reasonable period of time after the Effective Date.

4. Successors and Assigns.

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

5. Governing Law.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to the principles of conflicts of law thereof.

6. Counterparts.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original of this Trademark Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

INTERNATIONAL WINDOW CORPORATION

By: 
Name: Jeffrey B. Park
Title: Chief Financial Officer

ASSIGNEE:

INTERNATIONAL ALUMINUM CORPORATION

By: 
Name: Jeffrey B. Park
Title: Chief Financial Officer

ATTACHMENT I

ENERGY SHIELD (U.S. Registration No. 3,267,683)