

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ARK II MANUFACTURING, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other Correction of Assignors Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Amweld International, LLC

Internal

Address: Suite 400

Street Address: 301 S. Northpoint Drive

City: Coppell

State: Texas

Country: U.S.A. Zip: 75019-3840

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

71/587,599 76/578,901
73/521,038 76/613,080
75/651,892

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AMWELD A
SOUNDSHIELD INDEPENDENCE HARDWARE BY AMWELD
AMWELD

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: George L. Pinchak

Internal Address: Suite 1700

Street Address: 1300 East Ninth Street

City: Cleveland

State: OH Zip: 44114

Phone Number: 216.621.2234

Fax Number: 216.621.4072

Email Address: gpinchak@tarolli.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$Prev. Paid

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 20-0090

Authorized User Name George L. Pinchak

9. Signature:

/George L. Pinchak/

Signature

4 May 2011

Date

George L. Pinchak

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004535 FRAME: 0213

700462290

O:GEORGE L. PINCHAK COMP/ :1300 EAST NINTH STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/07/2011
900188687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ark Manufacturing, LLC		01/10/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Amweld International, LLC
Street Address:	301 S. Northpoint Drive
Internal Address:	Suite 400
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019-3840
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	71587599	AMWELD
Serial Number:	73521038	SOUNDSHIELD
Serial Number:	75651892	AMWELD
Serial Number:	76578901	A
Serial Number:	76613080	INDEPENDENCE HARDWARE BY AMWELD

CORRESPONDENCE DATA

Fax Number: (216)621-4072
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216.621.2234
 Email: jsherrill@tarolli.com
 Correspondent Name: George L. Pinchak
 Address Line 1: 1300 EAST NINTH STREET
 Address Line 2: SUITE 1700
 Address Line 4: Cleveland, OHIO 44114

TRADEMARK
REEL: 004535 FRAME: 0214

DP \$140.00 71587599

O:GEORGE L. PINCHAK COMPA 1300 EAST NINTH STREET

ATTORNEY DOCKET NUMBER:	AMWELD TRADEMARK
NAME OF SUBMITTER:	George L. Pinchak
Signature:	/George L. Pinchak/
Date:	04/07/2011
Total Attachments: 7 source=TrademarkAssignment#page1.tif source=TrademarkAssignment#page2.tif source=TrademarkAssignment#page3.tif source=TrademarkAssignment#page4.tif source=TrademarkAssignment#page5.tif source=TrademarkAssignment#page6.tif source=TrademarkAssignment#page7.tif	

BILL OF SALE, ASSIGNMENT AND TRANSFER STATEMENT

This Bill of Sale, Assignment and Transfer Statement is executed and delivered as of January 10, 2009, by Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as agent ("Seller") on behalf of ZOHAR CDO 2003-1, Limited, ZOHAR II 2005-1, Limited, ZOHAR III, Limited, and ARK Investment Partners, L.P., (collectively, the "Lenders"), to Amweid International, LLC a Delaware limited liability company ("Purchaser").

WHEREAS, pursuant to the First Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of August 15, 2006, among Ark II Manufacturing, LLC ("Ark II"), Seller, in its capacity as agent (the "Administrative Agent"), and the Lenders, the Lenders made loans to, and made other financial accommodations to or for the benefit of, Ark II (the "Loans");

WHEREAS, pursuant to the related First Amended and Restated Security Agreement (the "Security Agreement"), dated as of August 15, 2006 by Ark II in favor of the Administrative Agent, Ark II granted the Administrative Agent for the benefit of the Lenders and as security for the Loans, security interests in, among other things, substantially all of Ark II's personal property, wherever located, including, without limitation, Ark II's right, title, and interest in and to the following (capitalized terms as defined in the Uniform Commercial Code, as adopted in the States of New York and Illinois ("UCC"): (i) Equipment; (ii) Fixtures; (iii) Inventory; (iv) Investment Property; (v) Accounts; (vi) Chattel Paper; (vii) Instruments; (viii) Deposit Accounts; (ix) General Intangibles; (x) Letter-of-Credit Rights; (xi) Negotiable Collateral; (xii) Supporting Obligations; (xiii) Commercial Tort Claims; (xiv) all money and Cash Equivalents; (xv) all intellectual property; (xvi) the Grantor's books and records; and (xvii) Proceeds (collectively, the "Collateral");

WHEREAS, pursuant to the Loan and Security Agreement (the "Wachovia Loan Agreement"), dated as of August 15, 2006, among Ark II, Wachovia Capital Finance Corporation (Central) ("Wachovia"), as agent, and the lenders party thereto (the "Wachovia Lenders"), (i) the Wachovia Lenders made loans to, and made other financial accommodations to or for the benefit of, Ark II (the "Wachovia Loans"), and (ii) Ark II granted Wachovia for the benefit of the Wachovia Lenders and as security for the Wachovia Loans, security interests in, among other things, Ark II's right, title, and interest in and to the Collateral;

WHEREAS, the rights of the Wachovia Lenders under the Wachovia Loan Agreement and all other related agreements and instruments (collectively, "Wachovia Financing Agreements") were assigned to one of the Lenders, and Patriarch Partners Agency Services, LLC agreed to act as agent under the Wachovia Loan Agreement, pursuant to that certain Assignment and Acceptance Agreement dated as of December 31, 2008;

WHEREAS, Ark II subsequently defaulted in the performance of its obligations under the Credit Agreement; and the Wachovia Loan Agreement;

WHEREAS, the Administrative Agent on behalf of the Lenders exercised post-default remedies with respect to the Collateral (collectively, the "Remedies"), including disposing of the Collateral pursuant to (i) Section 9-610 of the UCC and any other applicable law, (ii) the Credit Agreement (iii) the Security Agreement, and (iv) the Wachovia Loan Agreement; and

WHEREAS, the Seller purchased the Collateral pursuant to exercise of the Remedies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Section 1. Transfer. Seller hereby sells, conveys, grants, transfers, assigns and delivers to Purchaser (the "Transfer") all of Seller's rights, title and interest in the Purchased Assets (as defined in Section 2 hereof).

Section 2. Purchased Assets

"Purchased Assets" shall mean the Collateral, and specifically including, without limitation, all equity interests in Ark II de Mexico S.de R.L. de C.V., the Equipment and Fixtures set forth on Schedule A hereto (except for such items as have been transferred or otherwise disposed of by Ark II prior to the date hereof), and the intellectual property set forth on Schedule B hereto.

Section 3. Condition of Purchased Assets. Seller makes no warranty relating to title, possession, quiet enjoyment, or the like with respect to any of the Purchased Assets. The Purchased Assets are sold in "AS IS" condition "WITH ALL FAULTS" (and without any representation or warranty of any kind except as set forth herein). Except as expressly set forth in this Bill of Sale, Assignment and Transfer Statement, neither Seller nor any other person or entity has made, and Purchaser has not relied upon, any express or implied representation or warranty on behalf of Seller in connection herewith, including any implied warranties of merchantability, fitness for a particular purpose, title or enforceability, including as to (a) the physical condition or usefulness for a particular purpose of the personal property included in the Purchased Assets, (b) the use of such Purchased Assets by Purchaser on or after the date hereof in any manner, or (c) the probable success or profitability of the ownership, use or operation of such Purchased Assets by Purchaser on or after the date hereof. EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, ASSIGNMENT AND TRANSFER STATEMENT, THE PURCHASED ASSETS ARE HEREBY TRANSFERRED "AS-IS, WHERE IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS.

Section 4. Further Assurances. Subject to the limitations herein, including without limitation, those stated in Section 4 hereof, if Purchaser shall consider or be advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser (or its designee), its right, title or interest in, to or under any or all of the Purchased Assets, Seller shall execute and deliver all deeds, bills of sale, instruments of conveyance, assignments and assurances and take and do all such other actions and things as may be reasonably requested by Purchaser (or its designee) in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser, in each case at Purchaser's cost and expense.

Section 5. Transfer Statement. This Bill of Sale, Assignment and Transfer Statement also constitutes a "transfer statement" for purposes of Section 9-619 of the UCC.

Section 6. Binding on Successors; No Third Party Beneficiaries. This Bill of Sale, Assignment and Transfer Statement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Bill of Sale, Assignment and Transfer Statement is not intended to confer any rights or remedies upon any Person other than the parties hereto.

Section 7. Counterparts. This Bill of Sale, Assignment and Transfer Statement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

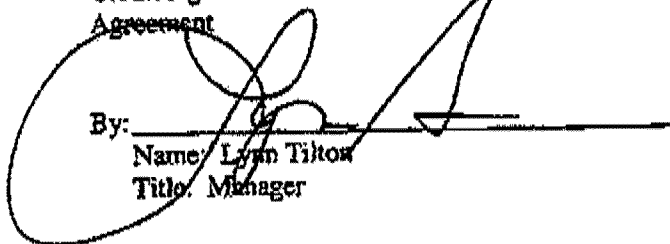
Section 8. Governing Law. THIS BILL OF SALE, ASSIGNMENT AND TRANSFER STATEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO RULES GOVERNING THE CONFLICT OF LAWS.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Bill of Sale, Assignment and Transfer Statement as of the day and year first above written.

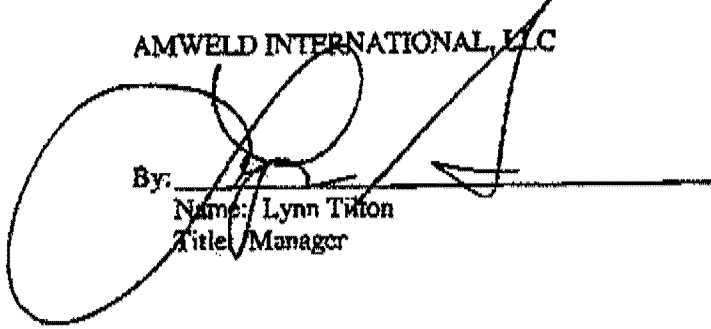
PATRIARCH PARTNERS AGENCY SERVICES, LLC

as Seller and Administrative Agent under the Credit Agreement and the Wachovia Loan Agreement

By: 
Name: Lynn Tilton
Title: Manager

The undersigned Purchaser hereby accepts the Purchased Assets, on the terms and subject to the conditions stated in this Bill of Sale, Assignment and Transfer Statement.

AMWELD INTERNATIONAL, LLC

By: 
Name: Lynn Tilton
Title: Manager

SCHEDULE B

EXHIBIT B**PATENTS AND PATENT APPLICATIONS**

PATENT	REG. NO.
Method of constructing a door	6351882
Method and apparatus for mounting hinges to a door frame	5072488
Door construction and method	6694702
Door Construction and Method (Canada)	2384155
Door Construction and Method (Mexico)	PA/a/2002/002411

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	SERIAL NO.	REG. NO.
Amweld	71/587599	533477
Sturdi-Door	73/369415	1249578
Soundshield	73/521038	1357616
Amweld & Design	75/651892	2427454
Amweld Stylized	76/578901	2932537
Liberty	78/897,123	N/A
Independence Hardware by Amweld	76/613,080	3159520
Liberty Doors by Ark II Manufacturing	76/693,317	N/A

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

RE-523-054, Amweld Doors & Frames Handbook By James H. Jay – Original number:
A609523 – Owner: Ark II Manufacturing, LLC

A609053, Amweld doors & frames – Owner: Ark II Manufacturing, LLC

A615053, Amweld handbook – Owner: Ark II Manufacturing, LLC

DLI-6230271v1