

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
W. & F. Mfg., Inc.		08/17/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	W & F Manufacturing, LLC		
Street Address:	8817 W. Market Street		
City:	Colfax		
State/Country:	NORTH CAROLINA		
Postal Code:	27235		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2423879	TRILENNIUM	
CORRESPONDENCE DATA			
Fax Number:	3365744522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-574-8050		
Email:	krwebb@wcsr.com		
Correspondent Name:	Jack B. Hicks, Womble Carlyle Sandridge		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357		
ATTORNEY DOCKET NUMBER:	E040 3070		
NAME OF SUBMITTER:	Jack B. Hicks		
Signature:	/Jack B. Hicks/		
Date:	03/14/2013		

CH \$40.00 2423879

Total Attachments: 5

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ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (the "IP Assignment") is made effective as of August 17, 2011, by and between **W. & F. Mfg., Inc.**, a California corporation with a place of business located at 10635 Keswick Street, Sun Valley, CA 91352 ("Assignor") and **W & F Manufacturing LLC**, a California limited liability company with a place of business located at c/o Endura Products, Inc., 8817 W. Market Street, Colfax, NC 27235 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 17, 2011 (the "Asset Purchase Agreement"), whereby Assignee is purchasing the Assets (as defined in the Asset Purchase Agreement) from Assignor.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign and transfer, and Assignee has agreed to acquire and assume all of Assignor's worldwide right, title and interest in, to and under registered and unregistered domestic and foreign patents, trademarks, trade names and applications for trademarks and patents owned by Assignor, including without limitation the patents, trademarks, trade names and applications for trademarks and patents set forth in Exhibit A attached hereto (the "Assumed Patents and Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Assumed Patents and Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assumed Patents and Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. No Encumbrances. Assignor warrants that it owns the Assumed Patents and Trademarks free and clear of any liens, claims or encumbrances and that it has the authority to assign the Assumed Patents and Trademarks as contemplated herein.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this IP Assignment.

5. Successors in Interest. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, and any reference to a party shall also be a reference to the successors and permitted assigns thereof.


6. Governing Law. This IP Assignment shall governed by and construed and enforced according with the laws of the State of California without reference to its choice of law rules.

7. Miscellaneous. This Assignment (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment of Patents and Trademarks as of the day and year first above written.

ASSIGNOR:

W. & F. Mfg., Inc.

By: 
Printed Name: Myron Harpole
Its: Chairman and Chief Executive Officer

ASSIGNEE:

W & F Manufacturing LLC
By: Endura Products, Inc., a North Carolina corporation, its sole member

By: _____
Printed Name: Bruce Procton
Its: President

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment of Patents and Trademarks as of the day and year first above written.

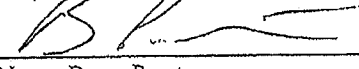
ASSIGNOR:

W. & F. Mfg., Inc.

By: _____
Printed Name: Myron Harpole
Its: Chairman and Chief Executive Officer

ASSIGNEE:

W & F Manufacturing LLC
By: Endura Products, Inc., a North Carolina
corporation, its sole member

By:  _____
Printed Name: Bruce Procton
Its: President

Date: 7/17/2011

W and F MANUFACTURING, INC.
Docket Report

W & F Docket	Country	Title	Case Type	Owner / Assignee Real / Frame No.	Serial No. Pub. No.	Filing Date Pub. Date	Pat./TM No.	Issue Date Expires	Next Annuity	MFI (US) MFI2 (US) MFI3 (US)	Task Name	Deadline
17126	USA	MIPM	Miscellaneous	-	-	-	-	-	-	-	-	-
32269	USA	MULTIPOINT DOOR LOCK ASSEMBLY	Patent (US)	W & F Manufacturing, Inc. 005920442	07822,053	01-14-1992	5,290,077	03-01-1994 01-14-2013	-	-	-	-
33667	Canada	MULTIPOINT DOOR LOCK ASSEMBLY	Patent (Foreign)	W & F Manufacturing, Inc.	2094370	12-02-1992	2094370	09-29-1998 12-02-2012	12-02-2011	-	Annuity Due (Foreign)	12-02-2011
34602	USA	MULTIPOINT DOOR LOCK ASSEMBLY	Patent (US)	W & F Manufacturing, Inc.	08293,673	06-01-1994	5,398,875	02-14-1995 08-01-2014	-	-	-	-
34751	USA	MULTIPOINT DOOR LOCK ASSEMBLY	Patent (US)	W & F Manufacturing, Inc.	08345,948	11-29-1994	5,524,941	06-11-1996 08-11-2013	-	-	-	-
34901	USA	MULTIPOINT LOCK ASSEMBLY FOR A SLIDING DOOR	Patent (US)	W & F Manufacturing, Inc. 073630912	08494,906	06-26-1995	5,542,720	06-06-1996 06-26-2015	-	-	-	-
34995	USA	MULTIPOINT DOOR LOCK ASSEMBLY	Patent (US)	W & F Manufacturing, Inc.	08039,844	02-27-1995	5,524,942	06-11-1996 06-11-2013	-	-	-	-
37302	USA	TRILENNIUM	Trademark (US)	W & F Manufacturing, Inc.	75/575,723	10-22-1998 11-30-2001	2,423,879	01-23-2001	-	-	TM - Section 8 & 9	01-23-2021
38901	USA	SLIDE BOLT UNIT	Patent (US)	W & F Manufacturing, Inc. 0111300494	09/666,590	09-21-2000	6,666,496	12-23-2003 09-21-2020	-	-	Maintenance Fee (3rd)	06-23-2015
42635	USA	ASTRAGAL BOOT FOR A DOUBLE DOOR SET	Patent (US)	W & F Manufacturing, Inc. 0144329037	10/646,998 2004-0258858	8-21-2003 12-23-2004	7,140,154	11-26-2006 08-21-2023	-	-	Maintenance Fee (2nd)	05-28-2014
47223	USA	LEVER ACTUATED DOOR LATCH SYSTEM WITH HEADER AND SILL LOCK PINS	Patent (US)	W & F Manufacturing, Inc. 0183790876	11/538,175 2007-0080541	10-03-2006 04-12-2007	7,753,418	07-13-2010 10-07-2028	-	-	Maintenance Fee (1st)	01-13-2014
48710	USA	MULTIPOINT DOOR LOCK SYSTEM WITH HEADER AND SILL LOCK PINS	Patent (US)	W & F Manufacturing, Inc. 0198780068	11/661,431 2008-0078216	09-26-2007 04-03-2008	-	-	-	-	OA Response (1-Month Extension)	09-01-2011
48948	Canada	LEVER ACTUATED DOOR LATCH OPERATOR	Patent (Foreign)	Paul D. Fleming	2,562,490	10-03-2006	-	-	10-03-2011	-	Annuity Due (Foreign) Exam Request	10-03-2011
50393	Canada	MULTIPOINT DOOR LOCK SYSTEM WITH HEADER AND SILL LOCK PINS	Patent (Foreign)	W & F Manufacturing, Inc.	2,605,002	10-01-2007	-	-	10-01-2011	-	Annuity Due (Foreign) Exam Request	10-01-2011
52343	USA	MULTIPOINT LOCK EXTENSION FOR ROUND TOP DOOR	Patent (US)	W & F Manufacturing, Inc. 0257370367	12/983,631 2011-0163553	01-03-2011 07-07-2011	-	-	-	-	-	10-01-2012

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