

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
Hy-Lite Products, Inc.		03/30/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	USB/HL Acquisition Corporation		
Street Address:	3000 Johnson Avenue		
City:	Pensacola		
State/Country:	FLORIDA		
Postal Code:	32514		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1747118	HY-LITE	
Registration Number:	3518246	MAXLITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	850-729-1520		
Email:	lofflerpatentlaw@earthlink.net		
Correspondent Name:	Peter Loffler		
Address Line 1:	P.O. Box 1001		
Address Line 4:	Niceville, FLORIDA 32588-1001		
NAME OF SUBMITTER:	Peter Loffler		
Signature:	/Peter Loffler/		
Date:	07/12/2013		

OP \$65.00 1747118

Total Attachments: 8

source=mailroomcopier@fortunebrands.com_20130710_141632#page1.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page2.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page3.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page4.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page5.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page6.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page7.tif
source=mailroomcopier@fortunebrands.com_20130710_141632#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of March 30, 2009 (the "Effective Date") in favor of USB/HL ACQUISITION CORP., a Delaware corporation ("Assignee"), by HY-LITE PRODUCTS, INC., a West Virginia corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties, with their respective parent companies, Simonton Holdings, Inc. and US Block Windows, Inc., to that certain Asset Purchase Agreement dated March 19, 2009 (the "APA"); and

WHEREAS, Assignor wishes to assign to Assignee certain intellectual property rights pursuant to the APA.

NOW, THEREFORE, in consideration of the premises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Trademarks.** Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest held by or licensed to Assignor (to the extent Assignor is contractually able) in and to the following:

(a) the trademarks and service marks used or held for use solely in connection with the Business (as that term is defined in the APA) together with the good will of the business symbolized by the marks, as listed in Schedule A to this Assignment and collectively referred to as the "Marks";

(b) any and all registrations of the Marks, whether state, federal or foreign;

(c) any and all use-based applications to register the Marks under 15 U.S.C. § 1051 (a), whether state, federal or foreign;

(d) any and all intent-to-use based applications to register the Marks under 15 U.S.C. § 1051 (b), whether state, federal or foreign, provided that Assignor and Assignee acknowledge that the assignment herein is being made to a successor of the ongoing and existing business, or portion of the business, to which such Mark pertains;

(e) all common-law rights in, to and under the Marks for use in the Business;

(f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks in the Business from the Effective Date; and

(f) all claims or causes of action Assignor has or may have against third parties in connection with the Marks in the Business, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Marks.

2. **Patents.** Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest held by or licensed to Assignor (to the extent Assignor is contractually able) in and to the following:

(a) the patents and patent applications of Assignor used or held for use solely in connection with the Business and listed in Schedule B to this Assignment (collectively, the "Patents");

(b) any and all inventions claimed in such Patents including all original, reissued, and reexamined letters patent that originate from such Patents in the United States and in foreign countries; all rights of priority; all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries; and all original, reissued, and reexamined letters patents that may issue from continuation, divisional, continuation-in-part and substitute applications; and

(c) the rights to all income derived from the Patents as against third parties, including the right to sue third parties for past infringement thereof and to recover all damages in connection with such infringement.

3. **Intellectual Property.** Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest held by or licensed to Assignor (to the extent Assignor is contractually able) in and to the following:

(a) all know-how, trade secrets, confidential information, new inventions (whether completed or not), customer lists, software (to the extent the same is assignable), copyrights, copyrightable materials, technical information, data, databases, process technology, proprietary

formulae, plans, drawings, blue prints, and all other proprietary or intellectual property rights used or held for use solely in connection with the Business (collectively, the "Intellectual Property");

(b) all other rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Assignor had this sale, assignment and transfer not been made;

(c) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date;

(d) all claims or causes of action that Assignor has or may have against third parties in connection with the Intellectual Property, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property; and

(e) all rights to apply for further intellectual property rights arising solely out of the Intellectual Property transferred by this Assignment, including all inventions and discoveries, whether patentable or unpatentable.

Assignor represents and warrants that it has full power and authority to execute this Assignment on behalf of itself and its successors and assigns.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks, Patents, Intellectual Property and Copyrights to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity. Assignor hereby further agrees and promises to execute all instruments and render reasonable assistance to confirm in Assignee legal title to any of the foregoing without charge to Assignee, provided that Assignee is responsible for the preparation and recordation of all such instruments.

The rights granted hereby shall be held and enjoyed by Assignee, for its own use, and for its successors, legal representatives and assigns.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed by a duly authorized representative as of the date first above written.

HY-LITE PRODUCTS, INC.

By: Mary Powell
Name: Mary Powell
Title: Vice President

USB/HL ACQUISITION CORP.

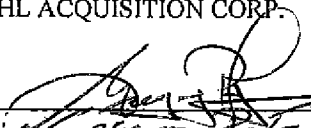
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed by a duly authorized representative as of the date first above written.

HY-LITE PRODUCTS, INC.

By: _____
Name: _____
Title: _____

USB/HL ACQUISITION CORP.

By: 
Name: GREGORY F. LYNN
Title: _____

SCHEDULE A**Marks**

Trademark	Country	Registration/ Serial Number	Registration Date	Goods
Frosted Wave	Canada	532,103	9/1/2000	Translucent plastic construction blocks; block windows and panels; and window frame extrusions
Stylized H & Design	United States	2,758,563	9/2/2003	Acrylic block windows, panels and decorative glass
HY-LITE	Canada	382,966	4/12/1991	Acrylic and glass blocks for use in building construction; caulking compounds for the blocks; wood frames, plastic extrusion profiles and plastic clips for holding the blocks together; panels assembled from the blocks; and fiber optic tubes for illuminating the blocks
HY-LITE	United States	1,747,118	1/19/1993	Acrylic and glass blocks for use in building construction; building panels comprised of acrylic and glass blocks; wooden frames for use in building construction; plastic extrusion profiles for use in building construction
MAXLITE	United States	3,518,246	10/14/2008	Non-metal framed acrylic block windows
QUICK SHIP Window Delivered in 2 days! By Hy- Lite & Design	Canada	494,005	5/6/1998	Translucent plastic construction blocks; windows and panels made of translucent plastic construction blocks; and window frame extrusions
Stylized H & Design	Canada	626,334	11/23/2004	Acrylic block windows, panels and decorative glass
EXACT-FIT (Pending)	United States	77/458,530	N/A	Non-metal acrylic block windows

SCHEDULE B

Patents

Country Held	Patent Number/ Serial Number	Title	Filing Date
United States	6,427,399	Block Window System with Border Frame	June 19, 2000
United States	5,904,020	Translucent Construction Block Assembly	January 14, 1998
United States	5,687,521	Translucent Block Assemblies	June 4, 1996
Canada	2,205,297	Translucent Construction Block Assembly	May 14, 1997
United States	29/323,085*	Ornamental Design for Window Frame Molding	August 18, 2008

*Assignor has filed a patent with respect to the design of a door lite frame. This frame will be extruded from three different profiles of polyvinyl chloride, and when snapped into place, will lock block doors into place. The frame will be suitable for use on exterior doors or interior doors. It will replace the current Hy-Lite door lite frame which is made from aluminum extrusions. The serial number assigned to this patent application is 29/323,085. The application was filed on August 18, 2008.

Assignor employee Ron Cook is currently working on the following projects, some of which may constitute Intellectual Property for purposes of this Assignment and which may or may not be patentable. For avoidance of doubt, Ron Cook has, as applicable, tested or developed such items in the course of his employment with Assignor.

Testing:

Deco glass with surface number 2 laminate.
Deco glass with surface number 1 laminate.
Deco glass with film and argon
Acrylic block with light bronze film
Acrylic block with medium bronze film
Acrylic block with raven product.

Design / prototype

Door-Lite
Acrylic low "E"
Deco Low "E"

Tooling:

Door-lite cleaning tool
Uv cure machine horizontal
Uv cure machine vertical
Low "E" film laminator