

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paramount Windows, LLC		06/27/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Window Products, Inc.		
Street Address:	c/o ACP Cascade Holdings, LLC		
Internal Address:	10507 E. Montgomery Drive		
City:	Spokane Valley		
State/Country:	WASHINGTON		
Postal Code:	99206		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3575455	QUALITY FOR LIFE	
Registration Number:	3478746	PARAMOUNT WINDOWS	
CORRESPONDENCE DATA			
Fax Number:	6022247889		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(602) 224-7880		
Email:	switthoft@zglawgroup.com		
Correspondent Name:	Sara R. Witthoft		
Address Line 1:	Zwillinger Greek & Knecht PC		
Address Line 2:	2425 E. Camelback Road, Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	PARAMOUNT WINDOWS		
NAME OF SUBMITTER:	Sara R. Witthoft		
SIGNATURE:	/s/ Sara R. Witthoft		
DATE SIGNED:	07/02/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of June 27, 2014 by and between Paramount Windows, LLC, an Arizona limited liability company ("Assignor") and Window Products, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined hereinafter).

RECITALS

WHEREAS, Assignor holds rights, titles and interests in and to the intellectual property assets identified in the attached Schedule A (the "Intellectual Property"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 27, 2014, by and among Assignee, Assignor, Paramount Industries Corporation, an Arizona corporation, PWC Holdings Inc., an Arizona corporation and Samuel R. Regina (the "Purchase Agreement"), Assignor agreed to assign its right, title and interest to the Intellectual Property to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns, and legal representatives, free and clear of all Liens, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns or legal representatives.

2. Authorization to Record Marks. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record any trade names, trademarks, trade dress and services marks included in the Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

3. Terms of Purchase Agreement. All the terms of the Purchase Agreement are incorporated herein by this reference. Nothing contained herein shall itself change, amend, enlarge or alter the terms or conditions of the Purchase Agreement. 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. Governing Law. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any

other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Execution. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan attachment will be deemed an original for all intents and purposes.

7. Further Assurances. Each party shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

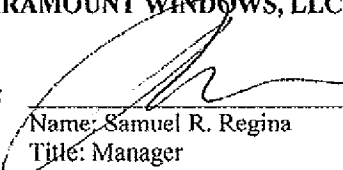
[SIGNATURE PAGE FOLLOWS]

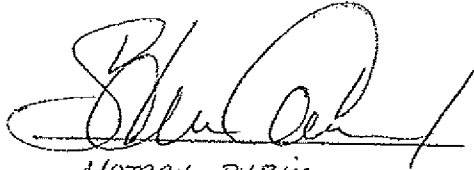
IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be executed by its duly authorized officer as of the date first written above.

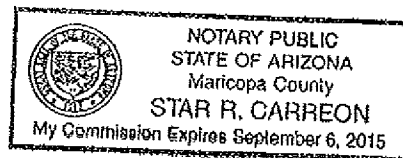
"ASSIGNOR"

PARAMOUNT WINDOWS, LLC

By:


Name: Samuel R. Regina
Title: Manager


NOTARY PUBLIC

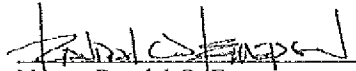


Signature Page to Intellectual Property Assignment

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"ASSIGNEE"

WINDOW PRODUCTS, INC.

By: 
Name: Randal O. Emerson
Title: Chief Executive Officer

Signature Page to Intellectual Property Assignment

TRADEMARK
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Schedule A

Intellectual Property

1. The following Trademarks:
 - a. That certain Trademark No. 3575455 for the Trademark "Quality For Life" filed with the Patent & Trademark Agency LLC with an initial file date of June 4, 2008
 - b. That certain Trademark No 3478746 for the trademark "Paramount Windows" filed with Intellectual Property Services USA Incorporated with an initial file date of January 22, 2007.
2. The following domain names and business registrations:
 - a. paramountwindowsphoenix.com
 - b. paramountwindowsarizona.com
 - c. paramount-windows-az.com
 - d. paramountwindowsaz.com
 - e. Paramountwindowsphoenix.com
3. The following licenses:
 - a. License for the use of 1-877-WINDOWS