

09-08-1998

8/27/98

Recc



100823068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Louisiana-Pacific Corporation

Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State: Delaware
Other

2. Name and address of receiving party(ies):

Weather-Seal Acquisition Corporation
755 Boardman-Canfield Road
Building G - West
Boardman, Ohio 44512

Individual(s) citizenship: 2
Association:
General Partnership:
Limited Partnership:
[X] Corporation: Delaware
Other:

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)

Additional name(s) & address(es) attached? Yes [X] No

3. Nature of conveyance:

[X] Assignment Merger
Security Agreement Change of Name
Other:

Execution Date: 06/12/98

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

74/549,593

B. Trademark Registration No. (s)

1,558,766
2,070,786
1,998,396
2,115,059
2,103,870
1,908,479
1,329,234
962,431
1,901,457
1,905,309
1,246,839
2,023,339
1,676,286
2,087,150
1,099,998
1,594,259
1,427,807

Additional numbers attached? Yes [X] No

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

Michael B. Stewart
Rader, Fishman & Grauer PLLC
1533 North Woodward Avenue
Suite i40
Bloomfield Hills, Michigan 48304
(248) 594-0633

6. Total number of applications and registrations involved: Eighteen (18)

7. Total fee (37 CFR 3.41).....\$720.00

Enclosed
[X] Authorized to be charged to deposit account.

09/02/1998 JSHADAZZ 00000043 100013 74549593

01 FC:481 40.00 CH
02 FC:482 425.00 CH

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael B. Stewart
Name

Signature

August 24, 1998
Date

Total number of pages comprising cover sheet 1

R0035061

TRADEMARK
REEL: 1778 FRAME: 0781

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") dated as of June 12, 1998, made and entered into pursuant to that certain Asset Purchase Agreement, dated as of June 5, 1998 (the "Agreement"), is between LOUISIANA-PACIFIC CORPORATION, a Delaware corporation ("L-P"), and WEATHER-SEAL ACQUISITION CORPORATION, a Delaware corporation ("Weather-Seal") and wholly-owned subsidiary of American Architectural Products Corporation, a Delaware corporation.

WHEREAS, the Agreement provides, among other things, for L-P to sell, convey and transfer to Assignee certain assets owned by L-P for certain consideration as described in the Agreement;

WHEREAS, capitalized terms used but not defined herein are used herein as defined in the Agreement;

WHEREAS, L-P desires to execute and deliver this Assignment in furtherance of the Agreement;

NOW, THEREFORE, for the consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Asset Purchase Agreement Definitions. The Definitions of the Asset Purchase Agreement are hereby incorporated herein.

Trademark Rights. The term "Trademark Rights" shall include the marks listed in Attachment A attached hereto, and any and all other terms, words, designations, logo-types, designs, colors, color combinations and other indicia used or intended to be used in connection with the marks listed in Attachment A; any and all use based trademark applications and

secured and to be secured with respect to any of the marks, including, without limitation, the use based applications and registrations listed in Attachment A; any renewals or extensions thereof; any and all other rights and privileges provided under the trademark, copyright, unfair competition and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; the right to sue for, settle or release any past, present, or future infringement thereof; the GOODWILL of the business in which the marks are used; and any and all common law rights in and to the marks listed in Attachment A, including the GOODWILL of the business in which such marks are used.

Assignment of Intellectual Property. L-P does hereby Transfer (as defined in Section 11.10.8 of the Agreement), assign, convey and transfer to Weather-Seal the entire right, title and interest in and to the Intellectual property, including, without limitation, any patents and Trademark Rights described in Attachment A, attached hereto, wherever situated as it exists at the Effective Time (as defined in Section 4.1 of the Agreement).

Prosecution and Assignment. Except as otherwise provided above, Weather-Seal shall be responsible for the prosecution and maintenance of the Intellectual Property. L-P shall, at Weather-Seal's expense, cooperate with L-P and sign all documents necessary and proper to prosecute and assign any and all Intellectual Property.

TO HAVE AND TO HOLD, all and singular, the assets hereby transferred to Assignee, its successors and assigns, to or for its and their use and benefit forever.

This Assignment is executed pursuant to and in accordance with the terms and provisions of the Agreement. Certain rights and obligations of the parties are set forth in the Agreement and such rights and obligations shall not be limited, altered or impaired hereby.

ATTACHMENT A

Intellectual Property Rights

UNITED STATES REGISTERED TRADEMARKS

1. Trademark No. 1558766, "America Looks Through Us", for metal, wooden, and vinyl windows.
2. Trademark No. 2070786, "Arlington", for non-metal windows.
3. Trademark No. 1998396, "Astoria", for non-metal windows and patio doors.
4. Trademark No. 2115059, "Cierra", for non-metal windows and patio doors.
5. Trademark No. 2103870, "ComfortEdge", for non-metal windows.
6. Trademark No. 1908479, "Comfortrol", for non-metal windows.
7. Trademark No. 1329234, "Forester", for aluminum sliding glass doors.
8. ITU Trademark No. S/N 75/110,863, "Glenwood", for non-metal windows.
9. Trademark No. 962,431 "Nu-Sash", for window sashes, screens and supports therefor. This Trademark has been abandoned, and Weather-Seal makes no representations or warranties related thereto pursuant to Section 5.1.10 of the Agreement.
10. Trademark No. 1901457, "Nu-Sash", for metal storm doors, vinyl patio doors, and vinyl windows.
11. Trademark No. 1,905,309, "Nu-Sash Design", for metal storm doors, vinyl patio doors and vinyl windows.
12. Trademark No. 1246839, "Nu-Sash Design", for metal windows and replacement windows.
13. Trademark No. 2023339, "Prestige", for non-metal windows and patio doors.
14. Trademark No. 1,676,286, "The Right Stuff", for metallic products; namely, metallic windows and metallic doors; lumber; namely reconstituted wood products, reconstituted wood siding, fiber gypsum panels, non-metallic doors and non-metallic windows. This Trademark has been abandoned, and Weather-Seal makes no representations or warranties related thereto pursuant to Section 5.1.10 of the Agreement.
15. Trademark No. 2087150, "Vynal Plus", for doors and windows made primarily of vinyl.

16. Trademark No. 1,099,998, "Weather Seal", for metal replacement windows.
17. Trademark No. 1,594,259, "Weld Lock", for vinyl windows.
18. Trademark No. 1427807, "The Window People", for custom manufacture of windows and window systems, as well as insulation.

UNITED STATES TRADEMARK APPLICATIONS PENDING

1. Trademark Application No. S/N 74/549593, "Excel", for non-metal windows.
2. ITU Trademark Application No. S/N 75/284295, "Somerset", for non-metal windows.
3. ITU Trademark Application No. S/N 75/421.719, "Stafford", for non-metal windows.

UNREGISTERED TRADEMARKS

1. "EnergyWise", name in use since March 1996 on vinyl doors and windows.
2. "The Smart Window Kit", name in use since 1989 for metal and non-metal replacement windows.

IN WITNESS WHEREOF, L-P has caused this Assignment to be duly executed on the day and year first above written.

LOUISIANA-PACIFIC CORPORATION,
a Delaware corporation

By: William L. Hebert
Name: William L. Hebert
Title: Director, Strategic Planning

WEATHER-SEAL ACQUISITION
CORPORATION, a Delaware corporation

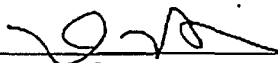
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, L-P has caused this Assignment to be duly executed on the day and year first above written.

LOUISIANA-PACIFIC CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

WEATHER-SEAL ACQUISITION
CORPORATION, a Delaware corporation

By:  _____
Name: Frank J. Angora
Title: President