

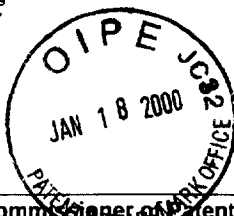
02-11-2000



101264446

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

02/09/2000 DNGUYEN 00000117 75457298

FOR OFFICE USE ONLY

01 FC:441  
02 FC:442

40.00 OP  
650.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002020 FRAME: 0707

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Diane J. Kasselman

January 18, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

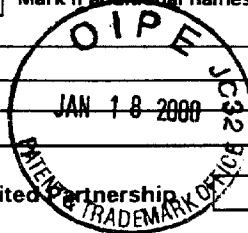
Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization



**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1590752	872149	2264709
736424	1650070	656447
1986912	1656739	2212757
1720094	2214347	<input type="text"/>
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and effective as of this 30<sup>th</sup> day of December, 1999, from Hart & Cooley, Inc., a Delaware corporation ("Hart & Cooley").

WHEREAS, Falcon Building Products, Inc., a Delaware corporation ("Parent"), Hart & Cooley, Warrior Glass & Aluminum Co., Inc., a Tennessee corporation ("Warrior"), Penn Ventilation, Inc., a Delaware corporation ("Penn") and Penn Ventilation, Ltd./Penn Ventilation, Ltee, a Quebec corporation ("Penn Canada") and together with Hart & Cooley, Warrior and Penn the "Sellers", H&C Acquisition Corp., a Delaware corporation ("Purchaser"), and Tomkins Industries, Inc., an Ohio corporation ("Tomkins") have entered into an Asset Purchase and Sale Agreement, dated as of December 30, 1999 (the "Agreement"), pursuant to which the Sellers have agreed to execute and deliver to Purchaser at Closing, assignments of all Intellectual Property (as defined in the Agreement), including, without limitation, all Intellectual Property listed in Schedule 3.15.

NOW, THEREFORE, for and in consideration of the transactions contemplated by the Agreement, Hart & Cooley does hereby assign unto Purchaser, pursuant to, subject to and in accordance with the terms and provisions of the Agreement, and subject to the Assumed Liabilities, all of its right, title, and interest in and to:

- (i) the trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto (the "Trademarks") and the goodwill symbolized thereby and associated therewith;
- (ii) all renewals of the foregoing Trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Trademarks and related claims, including the right to sue for injunctive relief and to collect damages; and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the

parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

Recourse under this Trademark Assignment is limited by, and subject to, the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this  
Trademark Assignment to be duly executed by its authorized officer as of the day  
and year first above written.

**HART & COOLEY, INC.**

By: 

Name:

Title:

STATE OF )

)

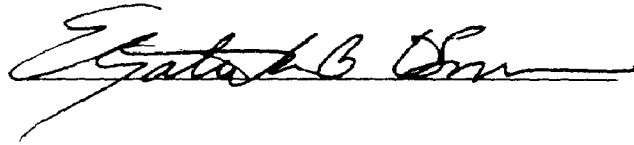
) ss.:

COUNTY OF )

)

I, a notary public, in and for the county and state aforesaid, do hereby certify that ANTHONY NAVITSKY personally known to me to be the Vice President of Hart & Cooley, Inc., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30 day of December 1999.



Notary Public

My commission expires:

**ELIZABETH OSMUN**  
**Notary Public, State of New York**  
**No. 01086012161**  
**Qualified in New York County**  
**Commission Expires August 24, 2000**

**Schedule of Trademarks Owned by  
Hart & Cooley, Inc.**

**UNITED STATES TRADEMARKS**

TRADEMARK	COUNTRY	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
AGITAIR	UNITED STATES	651484	9-10-57	HART & COOLEY, INC.	REGISTERED
AIR-TRAC	UNITED STATES	1680202	3-24-92	HART & COOLEY, INC.	REGISTERED
ALUMIFLEX	UNITED STATES	75457298	3-26-98	HART & COOLEY, INC.	PENDING
BUENSOD	UNITED STATES	1125775	10-9-79	HART & COOLEY INC.	REGISTERED
DECORAIRE	UNITED STATES	704309	9-13-60	HART & COOLEY, INC.	REGISTERED
DESIGN ONLY	UNITED STATES	2062791	5-20-97	HART & COOLEY, INC.	REGISTERED
DQM	UNITED STATES	811350	7-19-66	HART & COOLEY, INC.	REGISTERED
ECLIPSE	UNITED STATES	1986569	7-16-96	HART & COOLEY, INC.	REGISTERED
FLO-CROSS	UNITED STATES	1755060	3-2-93	HART & COOLEY, INC.	REGISTERED
H & C	UNITED STATES	689500	12-8-59	HART & COOLEY, INC.	REGISTERED
HART & COOLEY	UNITED STATES	1550057	8-1-89	HART & COOLEY, INC.	REGISTERED
HART & COOLEY AND DESIGN	UNITED STATES	75646239	2-19-99	HART & COOLEY, INC.	PENDING
IMPERIALINE	UNITED STATES	1609686	8-14-90	HART & COOLEY, INC.	REGISTERED



TRADEMARK	COUNTRY	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
JET-FLO	UNITED STATES	1771300	5-18-93	HART & COOLEY, INC.	REGISTERED
METLVENT	UNITED STATES	1590752	8-10-90	HART & COOLEY, INC.	REGISTERED
NORFLEX	UNITED STATES	872149	7-1-69	HART & COOLEY, INC.	REGISTERED
RADIAN	UNITED STATES	75566812	10-8-98	HART & COOLEY, INC.	PENDING
RC	UNITED STATES	2264709	7-27-99	HART & COOLEY, INC.	PENDING
ROTO-JET	UNITED STATES	736424	8-21-62	HART & COOLEY, INC.	REGISTERED
ROYALAIRE	UNITED STATES	1650070	7-9-91	HART & COOLEY, INC.	REGISTERED
STRIPLINE	UNITED STATES	656447	12-31-57	HART & COOLEY, INC.	REGISTERED
SURFAIRE	UNITED STATES	1986912	7-16-96	HART & COOLEY, INC.	REGISTERED
THERMAGARD II	UNITED STATES	1656739	9-10-91	HART & COOLEY, INC.	REGISTERED
VALLEY	UNITED STATES	2212757	12-22-98	HART & COOLEY, INC.	REGISTERED
VECTOR	UNITED STATES	75567876	10-8-98	HART & COOLEY, INC.	PENDING
VENTURI-FLO	UNITED STATES	1720094	9-29-92	HART & COOLEY, INC.	REGISTERED
WOODWINDS	UNITED STATES	2214347	12-29-98	HART & COOLEY, INC.	REGISTERED
SUCCESS IS IN THE AIR	UNITED STATES	N/A	N/A	HART & COOLEY, INC.	PROPOSED

**EUROPEAN AND CANADIAN TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP. OR REG. NUMBER</b>	<b>APP. OR REG. DATE (mdy)</b>	<b>RECORD OWNER</b>	<b>STATUS</b>
VECTOR	CANADA	0891888	9-29-98	HART & COOLEY, INC.	PENDING
RADIAN	CANADA	0891887	9-29-98	HART & COOLEY, INC.	PENDING
METLVENT	CANADA	0858891	10-16-97	HART & COOLEY, INC.	PENDING
HART & COOLEY	CANADA	TMA393164	1-24-92	HART & COOLEY, INC.	REGISTERED
DESIGN ONLY	EUROPEAN COMMUNITY	256297	12-4-98	HART & COOLEY, INC.	REGISTERED
ECLIPSE	EUROPEAN COMMUNITY	255687	9-28-98	HART & COOLEY, INC.	REGISTERED
FLO CROSS	EUROPEAN COMMUNITY	281303	12-7-98	HART & COOLEY, INC.	REGISTERED
HART COOLEY	EUROPEAN COMMUNITY	298968	12-7-98	HART & COOLEY, INC.	REGISTERED
HART COOLEY & DESIGN	EUROPEAN COMMUNITY	256453	5-9-96	HART & COOLEY, INC.	PENDING
DESIGN ONLY	CHINA	914107	12-14-96	HART & COOLEY, INC.	REGISTERED
HART & COOLEY	CHINA	866528	8-27-96	HART & COOLEY, INC.	REGISTERED
HART & COOLEY	JAPAN	112577/1995	10-30-95	HART & COOLEY, INC.	PENDING
DESIGN ONLY	MACAO	14144-M	9-4-95	HART & COOLEY, INC.	REGISTERED
HART & COOLEY	MACAO	14141-M	10-4-95	HART & COOLEY, INC.	REGISTERED
RADIAN	MEXICO	349679	10-7-98	HART & COOLEY, INC.	PENDING

TRADEMARK	COUNTRY	APP. OR REG. NUMBER	APP. OR REG. DATE (mdy)	RECORD OWNER	STATUS
VALLEY	MEXICO	349678	10-7-98	HART & COOLEY, INC.	PENDING