



01-28-2000

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FORM PTO-1
(Rev. 8-93)

12-22-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

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OMB No. 0651-0011 (exp. 4/94)

101252354

To the Honorable Commissioner of Patent and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

EAGLE & TAYLOR COMPANY
755 Boardmar-Canfield Road
Southbridge Executive Park
Boardmar, Ohio 44512

12-22-99

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached:
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security/Agreement
- Change of Name
- Other _____

Execution Date: December 1, 1999

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

Name: TAYLOR BUILDING PRODUCTS, INC.
Internal Address: _____

Street Address: 631 First Street

City: West Branch State: MI Zip: 48661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State 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 No

4. Application number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)
SEE SCHEDULE A ATTACHED

B. Trademark Registration No.(s)
SEE SCHEDULE A ATTACHED

Additional numbers attached? Yes No

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

Name: Raymond J. Lillie, Esq.

Internal Address: Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein

Street Address: Six Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41)....\$ 1,120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0678

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Raymond J. Lillie
Name of Person Signing

Raymond J. Lillie 12/20/99
Signature Date

Total number of pages including cover sheet, attachments, and document: _____

000008854
Fund Ref: VBRDWN
01/27/2000

CHECK Refund Total: \$405.00

#51320 v1 - Assig. Cover - Taylor

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/27/2000 VBRDWN 00000047 2052416

01 FC:481 40.00 OP
02 FC:482 675.00 OP

TRADEMARK
REEL: 002021 FRAME: 0606

EXHIBIT A**Description of the Intellectual Property**

Trademark	Application/ Registration/ Serial Number	Application/ Issue Date	Status
UNITED STATES			
Aspen	2,052,416	04/15/97	Registered
Bostonian	75/446,093	03/06/98	Pending
Charleston	75/446,096	03/06/98	Pending
Cheyenne	75/528,98	07/31/98	Pending
City Lites	2,032,281	01/21/97	Registered
Encore	1,289,804	08/14/84	Registered
Hartford	75/528,979	07/31/98	Pending
Lexington	2,032,282	01/21/97	Registered
Manhattan	2,032,259	01/21/97	Registered
Panorama & Design	1,313,090	01/08/85	Registered
Perma Door	976,620	01/15/74	Registered
Perma-Doorlite	1,256,116	11/01/83	Registered
Perma-Seal	1,393,236	05/13/86	Registered
Perma-Seal II	1,392,359	05/06/86	Registered
Pro-Fit (Stylized)	1,420,801	12/16/86	Registered
Professional Remodeler Series	1,704,534	08/04/92	Registered
Pueblo	75/528,980	07/31/98	Pending
Roanoke	75/528,981	07/31/98	Pending
Royal	1,070,520	08/02/77	Registered
Royal	1,819,674	02/08/94	Registered
Sante Fe	2,032,258	01/21/97	Registered
Shadow Box Logo	1,068,870	07/05/77	Registered
Simplicity	1,846,121	07/19/94	Registered
Taylor	2,016,605	11/19/96	Registered
Taylorcore	1,611,858,	09/04/90	Registered
Uni-Door	948,158	12/05/72	Registered
Weathergrip	1,815,908	01/11/94	Registered
Williamsburg	75/446,097	03/06/98	Pending

TRADEMARK ASSIGNMENT

WHEREAS, EAGLE & TAYLOR COMPANY, a.k.a. TAYLOR BUILDING PRODUCTS, INC., a Delaware Corporation, ("Assignor"), hereby does assign, transfer, grant, and pledge to TAYLOR BUILDING PRODUCTS, INC. ("Assignee"), a Delaware corporation, the entire right, title, and interest in and to each of the trademarks, trademark registrations, and applications therefor listed on the attached Exhibit A (collectively, the "Trademark Rights"), and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the Trademark Rights are used and the GOODWILL as represented by such Trademark Rights; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement;

WHEREAS, Assignee is a successor to the business, assets an appurtenant goodwill of Assignor to which the Trademark Rights pertain, and the parties acknowledge that the business of Assignor was, at the time of the assignment, transfer, grant, and pledge ongoing and existing as required under 15 U.S.C. § 1060;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00) and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign, transfer, grant, and pledge to Assignee, any and all right, title and interest in and to the Trademark Rights; all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, including the right to claim priority in all jurisdictions based on the Trademark Rights, the same to be held and enjoyed by Assignee to the full end of the terms for which the Trademark Rights are granted, as fully and entirely as the same could have been held

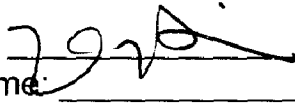
and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of action for past infringement.

Assignor shall, without further consideration, execute any and all additional documents and take such further action as may be reasonably requested by Assignee to vest in Assignee good, valid, and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors, and assigns.


ATTEST:

EAGLE & TAYLOR COMPANY

By: 
Name: _____
Title: _____

STATE OF OHIO)
)SS
COUNTY OF MAHONING)

On this 30 day of November, 1999, before me, the undersigned Notary Public, personally appeared Frank Amelia, known to me or satisfactorily proven to be the person whose name is subscribed to the above document, and acknowledged that he executed the same for the purposes expressed therein. I attest that the principal appears to be of sound mind and not under or subject to duress, fraud or undue influence.


NOTARY PUBLIC
David J. Wolfe, Jr.
Attorney-at-Law / Notary Public
My Commission Does Not Expire
O.R.C. § 147.03