

12-22-2000



101559656

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

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

12.21.00

### 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  
Execution Date  
Month Day Year

Name

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)

- Individual  General Partnership  Limited Partnership  Association

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 Assignment.)

#### FOR OFFICE USE ONLY

12/22/2000 DNGUYEN 00000024 194709 75923035

01 FC:481 40.00 CH  
02 FC:482 525.00 CH

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: 002198 FRAME: 0043

**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)		
<input type="text" value="75923035"/>	<input type="text" value="75540604"/>	<input type="text" value="75513242"/>	<input type="text" value="1558766"/>	<input type="text" value="2070786"/>	<input type="text" value="1998396"/>
<input type="text" value="75513241"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2115059"/>	<input type="text" value="2103870"/>	<input type="text" value="1908479"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2163009"/>	<input type="text" value="1329234"/>	<input type="text" value="1901457"/>

**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.

*Edward Sassower*

*Edward Sassower*

*12/14/00*

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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/AKA/TA

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

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

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

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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1905309	1246839	962431
2023339	2344165	1427807
2087150	1099998	1594259
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS American Weather-Seal Company, a Delaware corporation ("Assignor"), has adopted, intends to use or has used and is using the trademarks listed on the annexed Appendix, (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to The CIT Group/Business Credit, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Revolving Credit and Term Loan Agreement, dated as of December 14, 2000, among Assignor and certain other affiliated borrowers, the Lenders and the Assignee (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and Assignor and such other borrowers, have entered into a Security Agreement and Mortgage-Intellectual Property, dated as of December 14, 2000 hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, all whether now owned or licensable by Assignor and all reissues, continuations, revisions, re-examinations, extensions and divisions, licenses and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Credit Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledge, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has cause this Assignment to be duly executed by its officer thereunto duly authorized as of the 14 day of December, 2000.

AMERICAN WEATHER-SEAL  
COMPANY

By:   
Name: Joseph Dominjanni  
Title: President

STATE OF NEW YORK )

) ss:

COUNTY OF NEW YORK )

On this 14 day of December, 2000, before me personally appeared Joseph Dominjanni personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.

*Edward Sassower*

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Notary Public

**EDWARD O. SASSOWER**  
Notary Public, State of New York  
No. 02SA6037051  
Qualified in New York County  
Commission Expires February 14, 2002

APPENDIX TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	AMERICA LOOKS THROUGH US	1,558,766	10-03-89
U.S.	ARLINGTON	2,070,786	06-10-97
U.S.	ASTORIA	1,998,396	09-03-96
U.S.	CIERRA	2,115,059	11-25-97
U.S.	COMFORTEDGE	2,103,870	10-07-97
U.S.	COMFORTROL	1,908,479	08-01-95
U.S.	EXCEL	2,163,009	06-09-98
U.S.	FORESTER	1,329,234	04-09-85
U.S.	NU SASH	1,901,457	06-27-95
U.S.	NU SASH & Design	1,905,309	07-18-95
U.S.	NU SASH & Design	1,246,839	08-02-83
U.S.	NU-SASH	962,431	07-03-73
U.S.	PRESTIGE	2,023,339	12-17-96
U.S.	STAFFORD	2,344,165	04-18-00
U.S.	THE WINDOW PEOPLE	1,427,807	02-03-87
U.S.	VYNAL-PLUS	2,087,150	08-12-97
U.S.	WEATHER-SEAL	1,099,998	08-22-78
U.S.	WELD LOCK	1,594,259	05-01-90

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	COMFORTMASTER	75/923,035	02-18-00
U.S.	WEATHER SEAL	75/540,604	08-21-98
U.S.	AMERICAN WEATHER SEAL and Design	75/513,242	07-06-98
U.S.	AMERICAN WEATHER SEAL and Design	75/513,241	07-06-98

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
	U.S.	GLENWOOD	65460-0011		

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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