

06-17-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORD  
TRAIL

102124014

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
CIT Group/Business Credit, Inc.

6-11-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

Execution Date: 5-6-02

2. Name and address of receiving party(ies)

Name: American Weather-Seal Company

Internal

Address: \_\_\_\_\_

Street Address: 755 Boardman-Canfield Road

City: Boardman State: OH Zip: 44512

- 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) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2419665, 2421877,  
2418012, 1558766, 2115059, 2163009, 2070786, 2103870,

Additional number(s) attached  Yes  No

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

Name: David E. Rogers  
Internal Address: Squire, Sanders & Dempsey, L.L.P.

Street Address: Two Renaissance Square  
40 North Central Avenue, Suite 2700

City: Phoenix State: Arizona Zip: 85004

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

David E. Rogers

David E. Rogers

5-31-02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 16

06/14/2002 DBYRNE 00000182 2419665  
01 FC:481  
02 FC:482

40.00 OP  
525.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002526 FRAME: 0021

**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/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

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)**

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	2023339	2087150
2479474	1246839	2344165
1099998	0962431	1427807
1594259	1329234	1998396
1908479	1901457	<input type="text"/>
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FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

12.21.00



12-22-2000  
101559656

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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### 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)

City

State/Country

Zip Code

- 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.)

12/22/2000 DNGUYEN 00000024 194709 75923035

#### FOR OFFICE USE ONLY

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: 002526 FRAME: 0023

**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="75513241"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text" value="2115059"/>	<input type="text" value="2103870"/>	<input type="text" value="1908479"/>
<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**

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

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

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

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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)**

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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2023339	2344165	1427807
2087150	1099998	1594259
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RELEASE AND REASSIGNMENT OF TRADEMARKS AS SECURITY

WHEREAS, American Weather-Seal Company, a Delaware Corporation, with an office at 755 Boardman-Canfield Road, Boardman, Ohio 44512 (the "Company"), owns the trademarks described in Item A in the Appendix to the "Assignment for Security" described below (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in said Item A;


WHEREAS, pursuant to that certain Security Assignment and Mortgage-Intellectual Property, dated as of December 14, 2002, the Company executed an Assignment for Security ("Trademarks Assignment"), by which the Company granted a security interest in the Trademarks to the CIT Group/Business Credit, Inc. as contractual representative for certain financial institutions, the ("Agent"), to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Trademarks Assignment was recorded in the assignment branch of the United States Patent and Trademark Office, on December 21, 2000, located on reel 002198, frame 0043, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable thereunder, with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Company's rights throughout the world.

Dated: May 6, 2002

The CIT Group/Business Credit, Inc.

By:   
Name: STEVEN SCHUIT  
Title: VICE PRESIDENT  
TEAM LEADER

**EXHIBIT A**

Recorded Trademark Security Agreement

See Attached

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 17, 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*

\_\_\_\_\_  
Notary Public

EDWARD O. SASSOWER  
Notary Public, State of New York  
No. 02SA6037061  
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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