

01-24-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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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):

American Weather-Seal Company

01/21/03

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

Additional name(s) of conveying party(ies) No

3. Nature of conveyance:

- Assignment Security Agreement Other

Execution Date: 12/05/2002

s) attached? Yes No

2. Name and address of receiving party(ies)

Name: American Weather-Seal Company

Internal Address:

Street Address: 2890 "R" Avenue

City: Adel State: IA Zip: 50003

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State IA 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) 76/417,757

B. Trademark Registration No.(s) 1558766; 2418012 2419665; 2070786; 1998396; 2115059

Additional number(s) attached Yes No

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

Name: Rod Kubat

Internal Address:

Street Address: 700 Walnut Street

Suite 1600

City: Des Moines State: IA Zip: 50309-3899

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41) \$ 565

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION JAN 21 AM 9:30

DO NOT USE THIS SPACE

9. Signature.

David S. Mulcahy

Signature

January 13, 2003

Date

Name of Person Signing

Signature

6

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

01/23/2003 DBYRNE 00000228 76417757

01 FC:8521 02 FC:8522

40.00 M... 525.00 OP... documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002655 FRAME: 0172

CONTINUATION FOR RECORDATION FORM COVER SHEET

Conveying Party: American Weather-Seal Company
860 Boardman-Canfield Road
The Boca Building, Suite 107
Boardman, OH 44512-4235

Receiving Party: American Weather-Seal Company
2890 "R" Avenue
Adel, Iowa 50003

Continuation of Item 4 (Registration Numbers): 2103870; 2479474; 2163009; 1329234;
1901457; 1905309; 1246839; 962431; 2023339; 2344165; 1427807; 2087150; 2421877;
1099998; 1594259.

TRADEMARK ASSIGNMENT

WHEREAS, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") executed as of October 15, 2002, between **AMERICAN WEATHER-SEAL COMPANY** ("Assignor"), a Delaware Corporation, as Seller, and Monarch Manufacturing Company, as Buyer, and assigned by Buyer to **AMERICAN WEATHER-SEAL COMPANY** ("Assignee"), an Iowa corporation formerly known as Monarch American Weather-Seal Company, pursuant to that certain Assignment of Asset Purchase Agreement dated December 2, 2002, which Asset Purchase Agreement is incorporated herein by reference, Assignee is the purchaser of the Transferred Assets, which are utilized by Assignor in its Business at the Orrville and Winesburg, Ohio manufacturing facilities, including, but not limited to 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, common, 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, together with all rights of action for past infringement, 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;

WHEREAS, the United States Bankruptcy Court for the Northern District of Ohio (Eastern Division) (the "Bankruptcy Court") entered and enrolled on November 26, 2002, its Order Approving (1) Asset Purchase Agreement with Monarch Manufacturing Company; (2) Sale of Estate

Property Free and Clear of All Interests; and (3) Assumption and Assignment of Certain Related Executory Contracts (the "Sale Order"), which is incorporated herein by reference as if fully set forth; and,

WHEREAS, this Trademark Assignment is being executed and delivered pursuant to the terms of the Asset Purchase Agreement and is entitled to all the rights and protections afforded to Assignor and Assignee pursuant to the Sale Order.

WHEREAS, Assignee is a successor to the business, assets and 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.

This Assignment is free and clear of all Interests (as defined in the Sale Order). This Assignment and transfer is made pursuant to the Asset Purchase Agreement and the Sale Order and is entitled to all of the benefits, rights and protections of the Sale Order and the benefits of all findings and orders set forth in the Sale Order, including, without limitation, the orders in paragraphs 5, 6, 9, 10, 11, 13, 14, 15,16 and 17 of the Sale Order.

The recitals hereto are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, unless the context clearly requires otherwise.

ATTEST:

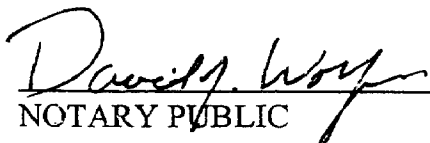
AMERICAN WEATHER-SEAL COMPANY



Joseph Dominijanni, President

STATE OF OHIO)
)SS
COUNTY OF MAHONING)

On this 5th day of December 2002, before me, the undersigned Notary Public, personally appeared Joseph Dominijanni, as President of American Weather-Seal Company, 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

EXHIBIT A

REFERENCE NUMBER	MARK	FILING DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
65460-0029	WEATHERSEAL		970103301	12/28/98	1234070	REGISTERED	19
65460-0002	AMERICA LOOKS THROUGH US	02/10/89	73/780,058	10/03/89	1558766	REGISTERED	6,019
65460-0023	AMERICAN WEATHER*SEAL (ELONGATED)	07/06/98	75/513,242	01/02/01	2418012	REGISTERED	06,19
65460-0022	AMERICAN WEATHER*SEAL (SQUARE)	07/06/98	75/513,241	01/09/01	2419665	REGISTERED	06,19
65460-0003	ARLINGTON	01/02/96	75/039,065	06/10/97	2070786	REGISTERED	19
65460-0004	ASTORIA	10/19/95	75/007,809	09/03/96	1998396	REGISTERED	19
65460-0043	CHATEAU	06/05/02	76/417,757	PENDING	19		
65460-0005	CIERRA	09/20/95	75/735,287	11/25/97	2115059	REGISTERED	19
65460-0024	COMFORTEDGE	05/04/95	74/669,797	10/07/97	2103870	REGISTERED	19
65460-0041	COMFORTMASTER	02/18/00	75/923,035	08/21/01	2479474	REGISTERED	19
65460-0012	EXCEL	07/12/94	74/549,593	06/09/98	2163009	REGISTERED	19
65460-0007	FORESTER	06/25/84	486930	04/09/85	1329234	REGISTERED	6
65460-0011	GLENWOOD	PROPOSED					
65460-0009	NU SASH	06/13/94	74/536,615	06/27/95	1901457	REGISTERED	06,19
65460-0010	NU SASH & DESIGN	06/13/94	74/537,280	07/18/95	1905309	REGISTERED	06,19
65460-0015	NU SASH (DESIGN)	11/19/81	337822	08/02/83	1246839	REGISTERED	6
65460-0008	NU-SASH	02/04/72	414672	07/03/73	962431	REGISTERED	12
65460-0016	PRESTIGE	08/22/95	74/718,863	12/17/96	2023339	REGISTERED	19
65460-0014	STAFFORD	01/22/98	75/421,719	04/18/00	2344165	REGISTERED	19
65460-0021	THE WINDOW PEOPLE	07/26/85	550126	02/03/87	1427807	REGISTERED	37,042
65460-0018	VYNAL-PLUS	03/13/96	75/072,193	08/12/97	2087150	REGISTERED	19
65460-0001	WEATHER SEAL	08/21/98	75/540,604	01/16/01	2421877	REGISTERED	6,019
65460-0019	WEATHER-SEAL	12/09/76	73/109,092	08/22/78	1099998	REGISTERED	6
65460-0020	WELD LOCK	10/06/89	73/829,717	05/01/90	1594259	REGISTERED	19