

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
John Sterling Corporation		11/13/2008	CORPORATION: ILLINOIS
John Sterling West, Inc.		11/13/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	KLS Doors, LLC
Street Address:	16600 Sherman Way
Internal Address:	Suite 170
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2678956	CHAPARRAL
Registration Number:	3036275	SEVILLE
Registration Number:	3064115	SYDNEY
Registration Number:	3277008	THE BIG EASY
Registration Number:	0759522	COX

**CORRESPONDENCE DATA**

Fax Number: (714)513-5130  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714.513.5100  
 Email: uspto-tm-oc@sheppardmullin.com  
 Correspondent Name: Sheppard Mullin Richter & Hampton LLP  
 Address Line 1: 650 Town Center Drive  
 Address Line 2: Fourth Floor  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

**TRADEMARK**

**CH \$140.00 2678956**

ATTORNEY DOCKET NUMBER:	13CX-126228
NAME OF SUBMITTER:	Terry Contreras
Signature:	/tc/
Date:	11/21/2008
Total Attachments: 6 source=lmi assignment#page1.tif source=lmi assignment#page2.tif source=lmi assignment#page3.tif source=lmi assignment#page4.tif source=lmi assignment#page5.tif source=lmi assignment#page6.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this "Intellectual Property Assignment") is entered into as of November 29 2008 by and among John Sterling Corporation, an Illinois corporation and John Sterling West, Inc., a California corporation (together the "Assignors") and KLS Doors, LLC, a California limited liability company ("Assignee").

**RECITALS**

A. Assignee and the Assignors are parties to that certain Asset Purchase Agreement, dated November 20, 2008 (the "Purchase Agreement") pursuant to which Assignee is acquiring certain Assets (as defined in the Purchase Agreement) of the Assignors. Capitalized terms not defined herein shall have the meaning given to such terms in the Purchase Agreement.

B. Assignee wishes to acquire the Assignors' entire and exclusive right, title and interest in and to the Intellectual Property and each Assignor wishes to assign to Assignee all of its respective right, title and interest in and to the Intellectual Property.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Each Assignor hereby assigns to Assignee and Assignee hereby accepts all of each Assignor's entire right, title and interest in and to all of the Intellectual Property owned by such Assignor, including, without limitation, the Intellectual Property set forth on Schedule A attached hereto and the registrations or pending applications therefor, together with all common law rights, trade name rights, causes of action, and the right to recover damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations of the Business associated with such Intellectual Property.

2. **Assignor's Use and Enjoyment.** The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Intellectual Property Assignment had not been made.

3. **Rights to Record.** Each Assignor hereby grants Assignee a power of attorney to file this Intellectual Property Assignment before the United States Patents and Trademarks Office, and any country or countries foreign to the United States, if and where applicable, to effect the assignment of Intellectual Property hereunder in the name of the Assignee.

4. **No Further Use.** Each Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. **Entire Agreement.** This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, including the Bill of Sale, constitutes the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever.

6. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that any party so delivering an executed counterpart by facsimile shall thereafter promptly deliver a manually executed counterpart of this Agreement to the other parties, but failure to deliver such manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

**“ASSIGNORS”:**

John Sterling Corporation, an Illinois corporation

By: John R Sterling  
Name: JOHN R. STERLING  
Title: PRESIDENT

John Sterling West, Inc., a California corporation

By: John R Sterling  
Name: JOHN R. STERLING  
Title: PRESIDENT

**“ASSIGNEE”**

KLS Doors, LLC

a California limited liability company

By: \_\_\_\_\_  
Name: Stuart Leigh  
Title: President

*[Signature Page to Intellectual Property Assignment]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

**“ASSIGNORS”:**

John Sterling Corporation, an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

John Sterling West, Inc., a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“ASSIGNEE”**

KLS Doors, LLC

a California limited liability company

By:  \_\_\_\_\_

Name: Stuart Leigh

Title: President

*[Signature Page to Intellectual Property Assignment]*

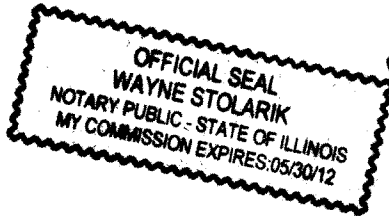
ACKNOWLEDGMENT

STATE OF ILLINOIS                    )  
  )        ss.  
COUNTY OF LAKE                    )

On this 13 day of NOVEMBER, in the year 2008, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared John Sterling and John Stenlavy personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

SEAL



Wayne Stolarik  
Notary Public in and for the  
aforesaid County and State

**SCHEDULE A**

INTELLECTUAL PROPERTY

TRADEMARKS:

Chaparral - reg. no. 2678956

Seville - reg. no. 3036275

Sydney - reg no. 3064115

The Big Easy - reg. no. 3277008

Cox name and logotype - reg no. 0759522, expired

TRADENAMES:

Arthur Cox & Sons

Chaparral Doors

Cox - Chaparral

PATENT:

5,568,673 - Pivot Pin Assembly for Folding Doors

D 472,330 S Design Patent - Panel Door

Patent Application - "Door Mounting System for Interior Doors," Serial No. 12/069,718

Domain Names:

[www.chaparraldoors.com](http://www.chaparraldoors.com)

[www.acox.com](http://www.acox.com)

ALL OTHER PATENTS (INCLUDING RIGHTS TO EXPIRED OR LAPSED PATENTS LISTED THEREON, IF ANY) AND TRADEMARKS ON THE PAGES ATTACHED HERETO