


Form **PTO-1595** (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Myles Fisher Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>US Block Windows, Inc.</u> Internal Address: _____ Street Address: _____ 3000 Johnson Avenue City: <u>Pensacola</u> State: <u>Florida</u> Country: <u>USA</u> Zip: <u>32514</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>December 15, 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/701,131</u> <u>11/047,518</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B. Patent No.(s) <u>5,778,620</u> <u>D404,144</u> <u>D404,145</u> <u>5,910,086</u>
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Norman Hanson</u> <u>FULBRIGHT & JAWORSKI LLP</u> Internal Address: Atty. Dkt.: <u>Hampshire (10512530)</u> Street Address: <u>666 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10103</u> Phone Number: <u>212-318-3000</u> Fax Number: <u>212-318-3400</u> Email Address: <u>nhanson@fulbright.com</u>	6. Total number of applications and patents involved: 16 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>640.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: <div style="text-align: center; font-size: 1.5em; margin-top: 20px;">  </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature Date <u>12/15/05</u> </div> <div style="margin-top: 10px;"> Name of Person Signing: <u>Norman Hanson, Reg. No. 30,946</u> </div>	8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>50-0624</u> Authorized User Name <u>Fulbright & Jaworski LLP</u>

Total number of pages including cover sheet, attachments, and documents: 10

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PATENT
REEL: 017125 FRAME: 0020

Form PTO-1595		RECORDATION FORM COVER SHEET (continued)													
Additional Conveying Party(ies)/Execution Date(s) (1. Continued):															
Additional Assignees (2. Continued): Assignee Name: _____ Internal Address: _____ Street Address: _____ City: _____ State: _____ Country: _____ Zip: _____ Assignee Name: _____ Internal Address: _____ Street Address: _____ City: _____ State: _____ Country: _____ Zip: _____ Assignee Name: _____ Internal Address: _____ Street Address: _____ City: _____ State: _____ Country: _____ Zip: _____															
Additional Applications and/or Patents (4. Continued): <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%; padding: 5px;">Additional Patent Application Numbers 4A. Continued:</th><th style="width: 50%; padding: 5px;">Additional Patent Numbers 4B. Continued:</th></tr></thead><tbody><tr><td style="padding: 5px;"></td><td style="padding: 5px;">5,970,673 6,223,489 6,802,162</td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">5,987,829 6,260,317</td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">6,026,621 6,298,614</td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">D435,667 6,393,790</td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">6,530,179</td></tr></tbody></table> <div style="text-align: right; padding-top: 10px;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>				Additional Patent Application Numbers 4A. Continued:	Additional Patent Numbers 4B. Continued:		5,970,673 6,223,489 6,802,162		5,987,829 6,260,317		6,026,621 6,298,614		D435,667 6,393,790		6,530,179
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	5,970,673 6,223,489 6,802,162														
	5,987,829 6,260,317														
	6,026,621 6,298,614														
	D435,667 6,393,790														
	6,530,179														

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made to be effective as of December 15, 2005, by and between US Block Windows, Inc., a Florida corporation (the "Assignee"), and Myles Fisher, a resident of the State of Florida and the majority stockholder of the Assignee (the "Assignor"), with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee are parties to an Agreement and Plan of Merger dated to be effective as of December 15, 2005 (hereinafter, the "Merger Agreement").

WHEREAS, the Assignor is the owner of the patents, patent applications, patent and know-how licenses and other intellectual property set forth on Schedule 1 to this Assignment (hereinafter, the "Intellectual Property"); and

WHEREAS, as a condition to the Merger Agreement, Assignor will receive substantial direct and indirect benefits of the Merger Agreement;

WHEREAS, Assignee desires to acquire and Assignor desires to assign, transfer and convey all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, all right, title and interest in and to the Intellectual Property, including all common law rights and goodwill associated therewith, and the entire right, title and interest in and to any and all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Intellectual Property forever, free and clear of all encumbrances.

Assignor acknowledges that Assignee has the right, but no obligation (i) to make, have made, use, license, sale or commercially exploit the Intellectual Property and (ii) to sue third parties to enforce any rights in the Intellectual Property.

Assignor represent and warrants to Assignee that he is the owner of the Intellectual Property and has the right to transfer the Intellectual Property free and clear of all liens, encumbrances or third party claims or interests.

Assignor represents that he has not sold, assigned, transferred, licensed or pledged any of his right, title and interest in the Intellectual Property.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Intellectual Property

in the United States Patent and Trademark Office or other applicable agency or governmental entity in any country in the world.

This Assignment will be binding on the Assignor and its successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement or modify any of the rights or obligations of the Assignee or the Assignor under the Merger Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

In testimony whereof, the parties have caused this Assignment to be executed by their duly authorized representatives.

Executed to be effective as of the date first written above.

THE ASSIGNOR:

MYLES FISHER

By: 

Date: _____

THE ASSIGNEE:

US BLOCK WINDOWS, INC.

By: 

Name: MYLES FISHER

Title: PRESIDENT

Date: _____

Schedule 1
to
Assignment of Intellectual Property

Patents

Construction Block: Title
Myles A. Fisher: Inventor
Utility Patent
08/603,360: Serial Number
02/20/1996: Filing Date
5,778,620: Patent Number
07/14/1998: Issue Date
07/14/2005-07/14/2006: Next Maintenance Fee Due
02/20/2016: Expiration Date

Construction Block: Title
Myles A. Fisher: Inventor
Design Patent
29/073,554: Serial Number
07/09/1997: Filing Date
D404,144: Patent Number
01/12/1999: Issue Date
No Maintenance Fees
01/12/2013: Expiration Date

Construction Block: Title
Myles A. Fisher: Inventor
Design Patent
29/073,555: Serial Number
07/09/1997: Filing Date
D404,145: Patent Number
01/12/1999: Issue Date
No Maintenance Fees
01/12/2013: Expiration Date

Construction Block Structure: Title
Myles A. Fisher: Inventor
Utility Patent
08/613,544: Serial Number
03/11/1996: Filing Date
5,910,086: Patent Number
06/08/1999: Issue Date
06/08/2006-06/08/2007: Next Maintenance Fee Due
03/11/2016: Expiration Date

Construction Block System: Title
Myles A. Fisher: Inventor
Utility Patent
09/048,420: Serial Number
03/25/1998: Filing Date
5,970,673: Patent Number
10/26/1999: Issue Date
10/26/2006-10/26/2007: Next Maintenance Fee Due
02/20/2016: Expiration Date

Schedule 1
to
Assignment of Intellectual Property

Construction Block: Title
Myles A. Fisher: Inventor
Utility Patent
09/115,172: Serial Number
07/14/1998: Filing Date
5,987,829: Patent Number
11/23/1999: Issue Date
11/24/2006-11/23/2007: Maintenance Fee Due
02/20/2016: Expiration Date

Muntin: Title
Myles A. Fisher: Inventor
Utility Patent
09/038,126: Serial Number
03/11/1998: Filing Date
6,026,621: Patent Number
02/22/2000: Issue Date
02/22/2007-02/22/2008: Next Maintenance Fee Due
03/11/2018: Expiration Date

Window: Title
Myles A. Fisher: Inventor
Design Patent
29/113/087: Serial Number
11/03/1999: Filing Date
D435,667: Patent Number
12/26/2000: Issue Date
No Maintenance Fee Due
12/26/2014: Expiration Date

Construction Block Cap: Title
Myles A. Fisher: Inventor
Utility Patent
09/328,017: Serial Number
06/08/1999: Filing Date
6,223,489: Patent Number
05/01/2001: Issue Date
05/01/2008-05/01/2009: Next Maintenance Fee Due
06/08/2019: Expiration Date

Construction Block: Title
Myles A. Fisher: Inventor
Utility Patent
09/416,708: Serial Number
10/12/1999: Filing Date
6,260,317: Patent Number
07/17/2001: Issue Date
07/17/2008-07/17/2009: Next Maintenance Fee Due
03/02/2018: Expiration Date

Schedule 1
to
Assignment of Intellectual Property

Window Frame: Title
Myles A. Fisher: Inventor
Utility Patent
09/437,541: Serial Number
11/10/1999: Filing Date
6,298,614: Patent Number
10/09/2001: Issue Date
10/09/2008-10/09/2009: Next Maintenance Fee Due
11/10/2019: Expiration Date

Construction Block Cap and Method: Title
Myles A. Fisher: Inventor
Utility Patent
09/540,943: Serial Number
03/31/2000: Filing Date
6,393,790: Patent Number
05/28/2002: Issue Date
05/31/2005-05/30/2006: Next Maintenance Fee Due
03/31/2020: Expiration Date

Continuous Extruded Frame and Movable Panel with Continuous Extruded Hinge extruded
Within: Title
Myles A. Fisher, Richard Bradley, Keith Koons: Inventors
Utility Patent
08/855,792: Serial Number
05/12/1997: Filing Date
6,530,179: Patent Number
03/11/2003: Issue Date
03/13/2006-03/12/2007: Next Maintenance Fee Due
08/07/2015: Expiration Date

Construction Block and Method: Title
Myles A. Fisher: Inventor
Utility Patent
10/002,190: Serial Number
11/28/2001: Filing Date
6,802,162: Patent Number
10/12/2004: Issue Date
10/12/2007-10/14/2008: Next Maintenance Fee Due
11/28/2021: Expiration Date

Construction Block E-Cubed III: Title
Myles A. Fisher: Inventor
Utility Patent Application
10/701,131: Serial Number
11/03/2003: Filing Date
TBD: Patent Number
TBD: Issue Date
TBD: First Maintenance Fee Due
TBD – however, terminal disclaimer needs to be filed in regard to patent 6,802,162

Schedule 1
to
Assignment of Intellectual Property

Construction Block with Decorative Attachment: Title
Myles A. Fisher: Inventor
Utility Patent Application
11/047,518: Serial Number
02/01/2005: Filing Date
TBD: Patent Number
TBD: Issue Date
TBD: First Maintenance Fee Due
TBD: Expiration Date

Trademarks

Mark: Coronado Block Shutters
Owner: Myles A. Fisher
Status: Registered
Serial Number: 76492649
Registration number: 2957558
Filing Date: 02/25/2003
Registration Date: 05/31/2005
Register: Principal

Mark: TRIO
Owner: Myles A. Fisher
Status: Registered
Serial Number: 76114800
Registration number: 2805250
Filing Date: 08/22/2000
Registration Date: 01/13/2004
Register: Principal

Mark: U.S. Block Windows
Owner: Myles A. Fisher
Status: Registered
Serial Number: 75829247
Registration number: 2521348
Filing Date: 10/22/1999
Registration Date: 12/18/2001
Register: Supplemental

Mark: Little-Big Block
Owner: Myles Fisher
Status: Registered
Serial Number: 75596073
Registration number: 2446849
Filing Date: 11/27/1998
Registration Date: 04/24/2001
Register: Principal

Schedule 1
to
Assignment of Intellectual Property

Mark:	Line Hinge [stylized text]
Owner:	Myles Fisher
Status:	Registered
Serial Number:	75258134
Registration number:	2390140
Filing Date:	03/17/1997
Registration Date:	09/26/2000
Register:	Principal