

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Perfect Air Control, Inc.	04/24/2009
The Ritescreen Company, Inc.	04/24/2009
General Aluminum Corporation	04/24/2009
NCA Manufacturing, Inc.	04/24/2009
MI Metals, Inc.	04/24/2009
Homerite Improvements, Inc.	04/24/2009
MI Windows and Doors, Inc.	04/24/2009
Proplastix International, Inc.	04/24/2009
Metal Industries, Inc.	04/24/2009

RECEIVING PARTY DATA

Name:	Susquehanna Bank
Street Address:	1570 Manheim Pike
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17601

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	5450701
Patent Number:	5456048
Patent Number:	6648752
Patent Number:	5236393
Patent Number:	3975875
Patent Number:	4437284
Patent Number:	4633896
Patent Number:	4688366

CH \$1240.00 5450701

Patent Number:	4725324
Patent Number:	4827685
Patent Number:	4831778
Patent Number:	4961247
Patent Number:	5287655
Patent Number:	5294027
Patent Number:	5343594
Patent Number:	5681067
Patent Number:	6386970
Patent Number:	D286434
Patent Number:	D288244
Patent Number:	D300255
Patent Number:	D300256
Patent Number:	3599703
Patent Number:	3727664
Patent Number:	4091593
Patent Number:	RE29236
Patent Number:	RE29581
Patent Number:	4953258
Patent Number:	3980123
Application Number:	10607743
Application Number:	11408780
Application Number:	11714977

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
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Total Attachments: 14
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Term Loan)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Term Loan) (this "Agreement") made as of this 24th of April, 2009 by PERFECT AIR CONTROL, INC., a Florida corporation, THE RITESCREEEN COMPANY, INC., a Florida Corporation, GENERAL ALUMINUM CORPORATION, a Delaware corporation, NCA MANUFACTURING, INC., a Texas Corporation, MI METALS, Inc., a Florida corporation, HOMERITE IMPROVEMENTS, INC., a Florida corporation, MI WINDOWS AND DOORS, INC., a California corporation, PROPLASTIX INTERNATIONAL, INC., a Florida corporation and METAL INDUSTRIES, INC., a Florida corporation (collectively, the "Grantors" and each individually referred to as a "Grantor"), in favor of SUSQUEHANNA BANK, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantors, J. T. Walker Industries, Inc., Warren Industries, Inc., The 1310 Company, LLC, Advanced Global Technologies, LLC, General Aluminum Holdings, LLC, General Aluminum Company of Texas, LP, General Aluminum Sales & Service, L.L.C., JW Window Components, Inc., JW Windows (Wisconsin), Inc., Mini Die Casting, Inc., MI Transportation, Inc., Micon Packaging, Inc. and Perfect Air Control of California, Inc. (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extension of credit to be made to Borrowers by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and the Patents) with or without judicial process upon the occurrence of an Event of Default. Agent's rights under this Agreement are subject to the terms and conditions of the Intercreditor Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule 2 (such trademarks and Patents referred to as the "Trademarks" and "Patents," respectfully), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent, other than the lien granted to Revolver Loan Collateral Agent pursuant to the Revolving Credit Loan and Security Agreement.

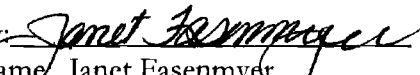
4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code for the benefit of Lenders, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks and/or the Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or the Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or the Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

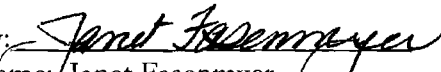
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

HOMERITE IMPROVEMENTS, INC.,
a Florida corporation
METAL INDUSTRIES, INC.,
a Florida corporation
MI METALS, INC.,
a Florida corporation
MI WINDOWS AND DOORS, INC.,
a California corporation
NCA MANUFACTURING, INC.,
a Texas corporation
PERFECT AIR CONTROL, INC.,
a Florida corporation
PROPLASTIX INTERNATIONAL, INC.,
f/k/a MI Plastics, Inc., a Florida corporation
THE RITSCREEN COMPANY, INC.,
a Florida corporation

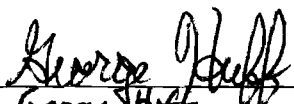
By: 
Name: Janet Fasenmyer
Title: Vice President, Finance

GENERAL ALUMINUM CORPORATION,
a Delaware corporation

By: 
Name: Janet Fasenmyer
Title: Assistant Secretary

Agreed and Accepted,

SUSQUEHANNA BANK,
as Agent

By: 
Name: George Huff
Title: Senior Vice President

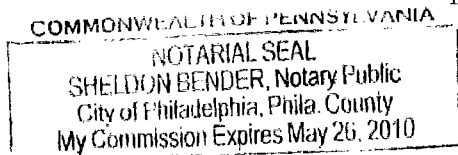
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *PENNSYLVANIA* : SS
COUNTY OF *PHILADELPHIA* :

On this *24th* of April, 2009, before me personally appeared Janet Fasenmyer, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of HomeRite Improvements, Inc., Metal Industries, Inc., MI Metals, Inc., MI Windows and Doors, Inc., NCA Manufacturing, Inc., Perfect Air Control, Inc., Proplastix International, Inc., f/k/a MI Plastics, Inc., RiteScreen Company, Inc. and General Aluminum Corporation., that she signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

Sheldon Bender

Notary Public
My Commission Expires:



SCHEDULE I

TRADEMARK REGISTRATIONS

Owner	Serial #	Mark	Filing Date	Registration #	Registration Date
TRADEMARKS MI Windows and Doors, Inc.	77050087	PROFESSIONAL	11/22/2006		Published for opposition 06/19/2007
MI Windows and Doors, Inc.	77355673	GREEN AND CLEAN	12/19/2007		
MI Windows and Doors, Inc.	77502141	GLAREGUARD	06/18/2008		Published for opposition 11/04/2008
MI Windows and Doors, Inc.	77392155	IMPASSE	02/08/2008		
MI Windows and Doors, Inc.	77526161	EZ OPERATOR	07/18/2008		
MI Windows and Doors, Inc.	76685154	"LOCK & SLIDE"	12/21/2007		Published for opposition 11/21/2008
MI Windows and Doors, Inc.	76692629	BRIDGEWOOD IF ONLY WOOD COULD BE THIS GOOD	09/08/2008		
MI Windows and Doors, Inc.	76686116	GREEN & CLEAN	01/25/2008		
MI Windows and Doors, Inc.	76627421	STORMARMOR	01/10/2005	3240247	05/08/2007
MI Windows and Doors, Inc.	76614372	XACT	10/01/2004	3177498	11/28/2006
MI Windows and Doors, Inc.	76614369	BETTERBILT	10/01/2004	3233969	04/24/2007
MI Windows and Doors, Inc.	76614089	MI WINDOWS AND DOORS	09/28/2004	3149233	09/26/2006
MI Windows and Doors, Inc.	76613004	INSIGHT	09/20/2004	3064854	03/07/2006
MI Windows and Doors, Inc.	76612986	BB	09/20/2004	3069851	03/21/2006

<u>Owner</u>	<u>Serial #</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
TRADEMARKS					
MI Windows and Doors, Inc.	76612985	CUSTOMER CARE	09/20/2004	3177494	11/28/2006
MI Windows and Doors, Inc.	76610958	CAPITOL	09/08/2004	3151355	10/03/2005
MI Windows and Doors, Inc.	75793495	INSIGHT	09/07/1999	2663707	12/17/2002
MI Windows and Doors, Inc.	73624048	CAPITOL	10/03/1986	1439817	05/19/2007
MI Windows and Doors, Inc.	77209829	WINDOWRIGHT	06/19/2007		
MI Windows and Doors, Inc.	74385578	DEVON WINNDOWS	05/03/1993	1882959	03/07/1995
MI Windows and Doors, Inc.	76472650	HOMERITE	12/06/2002		
MI Windows and Doors, Inc.	76472651	HOMERITE	12/06/2002		
MI Windows and Doors, Inc.	76472652	HOMERITE	12/06/2002		
MI Windows and Doors, Inc.	76472654	HOMERITE	12/06/2002		
MI Windows and Doors, Inc.	76564575	MI BETTERBILT	11/26/2003		
MI Windows and Doors, Inc.	76564577	MI INSIGHT	11/26/2003		
MI Windows and Doors, Inc.	76564578	MI XACT	11/26/2003		
MI Windows and Doors, Inc.	76564579	MI BUILDING PRODUCTS	11/26/2003		
MI Windows and Doors, Inc.	76564831	MI CAPITOL	11/26/2003		
MI Windows and Doors, Inc.	75561941	XACT	09/23/1998	2411200	12/05/2000
MI Windows and Doors, Inc.	73624048	CAPITOL	10/03/1986	1439817	05/19/1987
MI Windows and Doors, Inc.	74435724	BB	09/15/1993	1849783	08/16/1994
MI Windows and Doors, Inc.	75119931	BB	06/17/1996	2061388	05/13/1997

PATENT

REEL: 022619 FRAME: 0639

<u>Owner</u>	<u>Serial #</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
TRADEMARKS MI Windows and Doors, Inc.	75561942	XACT	09/23/1998	2411201	12/05/2000
MI Windows and Doors, Inc.	75793495	INSIGHT	09/07/1999	2663707	12/17/2002
MI Home Products, Inc.	76564576	MI WINDOWS AND DOORS	11/26/2003	3318963	10/23/2007
MI Home Products, Inc.	75548758	ADMIRE	09/04/1998	2747502	08/05/2003
MI Home Products, Inc.	74449184	ROYAL VIEW	10/21/1993	1855514	09/27/1994
Metal Industries, Inc.	78291930	PRO*AIRE	08/25/2003	3093849	05/16/2006
Metal Industries, Inc.	75549076	AIRE SUPERIORITY	09/04/1998	2303904	12/28/1999
Metal Industries, Inc.	73810869	US AIRE	07/05/1989	1595184	05/08/1990
Metal Industries, Inc.	73451200	MI	11/04/1983	1333106	04/30/1985
Metal Industries, Inc.	72395744	METAL AIRE	06/24/1971	0976802	01/15/1974
Proplastix International, Inc.	76586957	PROPLASTIX	04/15/2004	3230200	04/17/2007
Proplastix International, Inc.	76586956	PROPLASTIX	04/15/2004	3230199	04/17/2007
Homerite Improvements, Inc.	77352359	HOMERITE	12/14/2007		Published for opposition 05/13/2008
Homerite Improvements, Inc.	77352326	HOMERITE WINDOWS AND DOORS	12/14/2007		Published for opposition 05/13/2008
Homerite Improvements, Inc.	77448838	ULTRARITE	04/15/2008		Published for opposition 09/09/2008
Homerite Improvements, Inc.	77448820	SMARTRITE	04/15/2008		Published for opposition 09/09/2008
Homerite Improvements, Inc.	77013261	HOMERITE IMPROVEMENTS	10/04/2006	3412087	04/15/2008
Homerite Improvements, Inc.	77013247	HOMERITE	10/04/2006	3392396	03/04/2008
MI Metals, Inc.	77386244	EXTRUDING TO EXCELLENCE	02/01/2008		Published for opposition 07/15/2008
MI Metals, Inc.	76675823	MI METALS	04/23/2007		Published for opposition 12/25/2007
MI Metals, Inc.	76639167	MI METALS	05/20/2005	3140982	09/12/2006
NCA Manufacturing, Inc.	77388199	DLX	02/04/2008		Published for opposition 06/17/2008

PATENT

REEL: 022619 FRAME: 0640

<u>Owner</u>	<u>Serial #</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
TRADEMARKS					
NCA Manufacturing, Inc.	76686344	NCA	01/31/2008	3514580	10/14/2008
NCA Manufacturing, Inc.	76662320	NCA	06/28/2006	3305173	10/09/2007
General Aluminum Corporation.	74256337	PLAINSMAN	03/17/1992	1746768	01/29/1983
General Aluminum Corporation.	73823937	THERM-O-AIR	09/07/1989	1616748	10/09/1990
General Aluminum Corporation.	73823893	FREEDOM	09/07/1989	1619903	10/30/1990
General Aluminum Corporation.	73823397	GADCO	09/05/1989	1614882	09/25/1990
General Aluminum Corporation.	73816184	AMERICANA	07/31/1989	1619411	10/30/1990
General Aluminum Corporation.	73816179	LIBERTY	07/31/1989	1619898	10/30/1990
General Aluminum Corporation.	72151581	GA	08/21/1962	753944	08/06/1963
General Aluminum Corporation.	72151580	"JOHNNY ON YOUR JOB"	08/21/1962	764155	02/04/1964
General Aluminum Corporation.	72202472	RED CARPET	09/23/1964	791277	06/22/1965
General Aluminum Corporation.	72200093	'SPACEGLASS'	08/18/1964	802072	01/18/1966
General Aluminum Corporation.	72223775	CENTTURY SEAL	07/20/1965	805434	03/15/1966
General Aluminum Corporation.	72233488	M.P.G.	11/29/1965	822236	01/17/1967
General Aluminum Corporation.	73065712	SUN GARDEN	10/14/1975	1039121	05/11/1976
General Aluminum Corporation.	73529298	DALLAS DOOR	03/28/1985	1398129	06/17/1986
General Aluminum Corporation.	73823397	GADCO	09/05/1989	1614882	09/25/1990
General Aluminum Corporation.	73823937	THER-O-AIR	09/07/1989	1616748	10/09/1990
General Aluminum Corporation.	73816184	AMERICANA	07/31/1989	1619411	10/30/1990

PATENT

REEL: 022619 FRAME: 0641

<u>Owner</u>	<u>Serial #</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
TRADEMARKS General Aluminum Corporation.	73816179	LIBERTY	07/31/1989	1619898	10/30/1990
General Aluminum Corporation.	73823893	FREEDOM	09/07/1989	1619903	10/30/1990
General Aluminum Corporation.	74256337	PLAINS MAN	03/17/1992	1746768	01/19/1993
The RiteScreen Company, Inc	76656461	RITESCREEN SWAT TEAM SCREENS WITHOUT ANY TROUBLE	03/13/2006	3366317	01/08/2008
The RiteScreen Company, Inc	76613005	RITESCREEN	09/20/2004	3058499	02/14/2006
Perfect Air Control, Inc.	78247656	PREFCO	05/09/2003	2968391	07/12/2005

SCHEDULE II

PATENT REGISTRATIONS

<u>Owner</u>	<u>Patent #.</u>	<u>Patent Title</u>	<u>Issue Date</u>	<u>Application #.</u>	<u>Filing Date</u>
PATENTS MI Home Products, Inc.	5450701	Latching Screen Corner	9/19/1995	08092837	07/19/1993
MI Home Products, Inc.	5456048	Muntin Clip	10/10/1995	08166129	12/13/1993
MI Windows and Doors, Inc.	Publication #. 20040266933	Compositions comprising mineralized ash filters	Publication Date 12/30/2004	10607743	06/27/2003
MI Windows and Doors, Inc.	Publication #. 20070245649	Exterior casing trim	Publication Date 10/25/2007	11408780	4/21/2006
MI Windows and Doors, Inc.	Publication #. 20080216424	Window joining system	Publication Date 9/11/2008	11714977	03/07/2007
Metal Industries, Inc. (Elizabethville, PA)	6648752	Air Diffuser	11/18/2003	10/087,818	03/05/2002
Metal Industries, Inc. (Elizabethville, PA)	5681067	Plunger arrangement for retaining glass/screen inserts in frames	10/28/1997	08/589,484	01/22/1996
Metal Industries, Inc. (Elizabethville, PA)	5343594	Corner roller arrangement for sliding panels	09/06/1994	08/053,413	04/28/1993
Metal Industries, Inc. (Elizabethville, PA)	5287655	Roller arrangement for sliding panels	02/22/1994	08/024,374	03/01/1993
Metal Industries, Inc.	5236393	Bypass damper in series-type ventilation fan	08/17/1993	07/995,541	12/22/1992

<u>Owner</u>	<u>Patent #.</u>	<u>Patent Title</u>	<u>Issue Date</u>	<u>Application #.</u>	<u>Filing Date</u>
PATENTS Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4961247	Balancing arrangement for double hung windows	10/09/1990	07/447,533	12/07/1989
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4953258	Balancing arrangement for double hung windows	09/04/1990	07/377,327	07/10/1989
Metal Industries, Inc. (MIWD)	3975875			05510399	1976
Metal Industries, Inc.	4437284	Snap-on false muntin system	03/20/1984	06175127	08/04/1980
Metal Industries, Inc.	4633896	Operating nut for fire hydrant	01/06/1987	06834548	02/28/1986
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4688366	Thermal barrier hollow or construction element	08/25/1987	06889242	07/25/1986
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4725324	Method of making a thermal barrier construction element	02/16/1988	06889205	07/25/1986
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4827685	Insulator for rail interlock at upper/lower window sash interface	05/09/1989	07098221	09/18/1987
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4831778	Upper window sash with projections for simplified sash installation and removal	05/23/1989	07095612	09/11/1987
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4961247	Balancing arrangement for double hung windows	10/09/1990	07447533	12/07/1989

<u>Owner</u>	<u>Patent #.</u>	<u>Patent Title</u>	<u>Issue Date</u>	<u>Application #.</u>	<u>Filing Date</u>
PATENTS Metal Industries, Inc. (Elizabethville, PA) (MIWD)	5287655	Roller arrangement for sliding panels	02/22/1994	08024374	03/01/1993
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	5294027	Portable combination table top/basket apparatus	03/15/1994	08022532	02/25/1993
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	5343594	Corner roller arrangement for sliding panels	09/06/1994	08053413	04/28/1993
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	5681067	Plunger arrangement for retaining glass/screen inserts in frames	10/28/1997	08589484	01/22/1996
Metal Industries, Inc.	6386970	Air diffuser	05/14/2002	09550216	04/17/2000
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	D286434	A plastic window frame corner or the like	10/28/1986	06519425	08/01/1993
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	D288244	A corner joint for plastic windows	02/10/1987	06519290	08/08/1983
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	D300255	Frame member for windows	03/14/1989	06890396	07/25/1986
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	D300256	Frame member for windows	03/14/1989	06889262	07/25/1986

<u>Owner</u>	<u>Patent #.</u>	<u>Patent Title</u>	<u>Issue Date</u>	<u>Application #.</u>	<u>Filing Date</u>
PATENTS Metal Industries, Inc. (Elizabethville, PA) (MIWD)	3599703	Insulated storm door assembly		04807859	
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	3727664	Door assembly		05231136	
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	4091593	Panel Assembly including side caps and panel retaining means		05763245	
Metal Industries, Inc. (Elizabethville, PA) (MIWD)	RE29236	Door assembly including insert storming means		05641339	
Metal Industries, Inc.	RE29581	Door assembly including simplified insert		05641338	12/10/1975
Metal Industries, Inc.	4953258	Balancing arrangement for double hung windows	09/04/1990	07377327	07/10/1989
General Aluminum Corporation.	3980123	Blow-molded articulated overhead door	09/14/1976	05/586,195	6/12/1975

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [_____]. ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on **Schedule A** attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule B attached hereto and made a part hereof ("Patents"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said **[Trademarks/Patents]**;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated April __, 2009 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: