

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3523047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE FOR ASSETS		
CONVEYING PARTY DATA			
Name			Execution Date
UNIVERSAL MOLDING COMPANY, INC.			06/30/2011
RECEIVING PARTY DATA			
Name:	C.R. LAURENCE CO., INC.		
Street Address:	2503 E. VERNON AVE.		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90058		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	5839236		
Patent Number:	6829868		
Patent Number:	7975442		
CORRESPONDENCE DATA			
Fax Number:	(310)394-4477		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-451-0647		
Email:	laura@cislo.com, pat@cislo.com		
Correspondent Name:	DANIEL M. CISLO		
Address Line 1:	12100 WILSHIRE BLVD., SUITE 1700		
Address Line 4:	LOS ANGELES, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	12-26129		
NAME OF SUBMITTER:	PETER S. VEREGGE		
SIGNATURE:	/Peter S. Veregge/		
DATE SIGNED:	09/11/2015		
Total Attachments: 7			
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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)

Universal Molding Company, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2011

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other: Bill of Sale for Assets

2. Name and address of receiving party(ies)

Name: C.R. Laurence Co., Inc.

Internal Address: _____

Street Address: 2503 E. Vernon Ave.

City: Los Angeles

State: California

Country: US Zip: 90056

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,839,236

6,829,868

7,975,442

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel M. Ciso

Internal Address: _____

Street Address: 12100 Wilshire Blvd., Suite 1700

City: Los Angeles

State: California Zip: 90025

Phone Number: 310-451-0647

Docket Number: 12-26129

Email Address: danciso@ciso.com, pat@ciso.com

6. Total number of applications and patents involved: Three (3)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

☒ Authorized to be charged to deposit account

☐ Enclosed

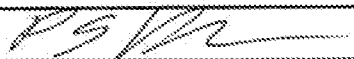
☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 03-2030

Authorized User Name Ciso & Thomas LLP

9. Signature:



Signature

9/11/2015

Date

Peter S. Veregge

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Bill of Sale

This **BILL OF SALE** (this "**Bill of Sale**") is entered into this 30th day of June, 2011, by **Universal Molding ~~Equipment~~ Company** a California Corporation ("**Seller**"), and **C.R. Laurence Co., Inc.** a California Corporation ("**Buyer**").

WHEREAS, Seller acquired all of the assets of International Architectural Products, Inc. in a public auction sale, was declared the successful bidder, and desires to transfer the certain of these assets to Buyer, the terms of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the purchase price of _____ tendered by the Buyer and received by the Seller, which purchase price Buyer agrees to pay to Seller upon execution of this **Bill of Sale**, the mutual promises made by and between Buyer and Seller and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller, hereby irrevocably sells, grants, assigns, transfers, conveys and delivers unto Buyer, and its successors and assigns, forever, all of the Buyer's right, title and interest in and to the purchased assets ("**Purchased Assets**"), described in greater detail on Exhibit 1 attached hereto and incorporated herein by this reference, free and clear of any and all Liens, **TO HAVE AND TO HOLD** such Purchased Assets with all rights and appurtenances thereto, unto Buyer, and its successors and assigns, for their use forever. Buyer hereby accepts the foregoing sale, grant, assignment, transfer, conveyance and delivery of the Purchased Assets. For ease of reference and to avoid any doubt about the Purchased Assets, a list of excluded assets ("**Excluded Assets**") is described in greater detail on Exhibit 2 attached hereto and incorporated herein by this reference.

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. Additional terms of this sale, including (i) requirements for the removal of Purchased Assets from certain facilities; (ii) transfer taxes; and (iii) the absence of representations are described in greater detail on Exhibit 3 attached hereto and incorporated herein by this reference.

4. At any time or from time to time, at Buyer's reasonable request and cost and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign the Purchased Assets to Buyer.

5. This Bill of Sale, and all claims and causes of action (whether in contract or in tort) that may be based upon, arise out of or relate to this Bill of Sale, or the execution or performance of this Bill of Sale, shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State or any other jurisdiction that would require or permit the application of the substantive laws of any jurisdiction other than California.

6. This Bill of Sale may be executed in two or more counterparts (including via facsimile), each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same instrument.

ACCEPTED AND AGREED AS TO FORM AND CONTENT:

BUYER

By: 
Name: Arty T. Feles
Title: Chief Financial Officer

SELLER

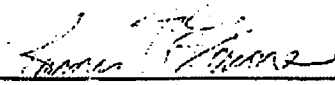
By: 
Name: James P. Baione
Title: PRESIDENT

EXHIBIT 1
'PURCHASED ASSETS'

All of the assets, rights, title and interest in, to and under United States Aluminum Corporation, but excluding the Excluded Assets as listed in Exhibit 2.

The Assets of United States Aluminum unit includes (i) trade and brand names and any other intellectual property (ii) finished inventory; (iii) spare parts, (iv) returns, (v) work in process; (vi) owned and leased real property; (vii) software, office furniture and computers; and (viii) machinery, equipment, jigs, dies, moulds, rolling stock, warehouse and support equipment.

Upon the closing of this transaction, Seller and Buyer shall execute a 3 year triple net lease agreement for the US Aluminum property where the Buyer, as lessee, agrees to pay all real estate taxes, building insurance, and maintenance on the property in addition to any normal fees that are expected under the agreement. The first three years of rent shall be abated by the lessor.

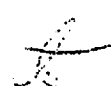
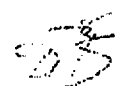


EXHIBIT 2
"EXCLUDED ASSETS"

Excluded Assets shall include:

- (i) all cash, cash equivalents whatsoever, whether on hand, in banks or elsewhere, and all deposits or similar cash items, including, but not limited to, all deposit accounts and securities accounts and any funds, securities or other items maintained therein;
- (ii) all accounts, accounts receivable, contract rights to payment, notes or notes receivable;
- (iii) all deposits, retainers or prepaid charges and expenses
- (iv) any claim, right or interest of Seller, on behalf of the Assets and their estates, in or to any refund, rebate, benefit, abatement or other recovery for taxes, together with any interest due thereon or penalty rebate arising therefrom, relating to, or arising out of, the Buyer's ownership of the Purchased Assets or operation of the Buyer's business prior to the closing, and any U.S. and Canadian tax net operating losses of the Assets;
- (v) all supplier rebates and credits, and insurance refunds, policies or proceeds;
- (vi) (1) any documents primarily related to any Excluded Assets; (2) files which Seller is not permitted to release to Buyer under applicable laws regarding privacy or pursuant to any contractual confidentiality obligation owed to any third party; (3) personnel files, including medical records, pertaining to any employee; (4) other books and records that Seller is required by law to retain or that Seller determines are necessary or advisable to retain including, without limitation, tax returns, financial statements, and corporate or other entity filings, including incorporation documents, corporate minutes, and financial records;
- (vii) the paint lines located in Vernon, California; Waxahachie, Texas; and Langley, British Columbia
- (viii) any and all owned real property, including the real property located in Waxahachie, Texas.

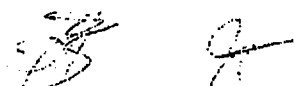


EXHIBIT 3
"ADDITIONAL TERMS OF SALE"

1.1 Removal of Purchased Assets

For those facilities that are not retained by Buyer through separate lease agreement, Buyer shall promptly, and in any event no later than July 30, 2011 (the "**Asset Removal Deadline**"), remove the Purchased Assets from any real property. In the event that Buyer has not removed all of the Purchased Assets from such real property by the Asset Removal Deadline, then Buyer shall be solely responsible for any and all fees, costs, expenses, liabilities and damages (including, without limitation, any costs and expenses attributable to rent and related expenses for the period of time following the Asset Removal Deadline (regardless of when payment of such rent or related expenses is due pursuant to any applicable lease) and any fees, expenses, liabilities and damages (including, without limitation, any special, consequential, punitive, incidental or indirect damages or losses)) of the Seller, Assets, and/or Secured Parties (defined below) arising out of, or related to, Buyer's failure to remove the Purchased Assets from all of such real property. In connection with the removal of the Purchased Assets, Buyer shall be solely responsible for leaving each site in "broom clean" condition. In the event Buyer fails to leave each site in "broom clean" condition, Buyer shall be responsible for any losses, damages, and liabilities incurred by Seller with respect to the failure to leave each site in such condition. Any requests for extension of the Asset Removal Deadline in respect of any parcel of such real property must be tendered directly to the applicable landlord(s) and any and all expenses of the Seller, Assets, and/or Secured Parties resulting from such extension shall be borne by Buyer.

1.2 Removal of Information

Buyer shall cooperate with the Seller in the elimination, removal, deletion, erasure, or expungement of all proprietary, confidential, and/or private information, files, documents, and materials, including Excluded Documents, as specified by the Seller in its discretion (collectively, the "**Removed Information**"), from the Purchased Assets, wherever located in or with respect to the Purchased Assets, and in whatever form, including physical, electronic or otherwise. The Removed Information shall be eliminated, removed, deleted, erased, or otherwise expunged from the Purchased Assets by no later than the Asset Removal Deadline. Buyer shall be solely responsible for any and all fees, costs and expenses associated with the elimination, removal, deletion, erasure, or expungement of the Removed Information, including and any fees and expenses of the Seller, Assets, and/or secured parties incurred in connection with such Purchased Asset following the closing.

1.3 Transfer Taxes

Buyer shall be responsible for (and shall indemnify and hold harmless Seller, the Assets and their estates, and their directors, officers, employees, affiliates, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp,



filing, recording, transfer, real property transfer, conveyance, registration or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated hereby ("Transfer Taxes"). To the extent that any Transfer Taxes are required to be paid by Seller, on behalf of the Assets and their estates (or such Transfer Taxes are assessed against the Assets), Buyer shall promptly reimburse Seller, on behalf of the Assets and their estates, as applicable, for such Transfer Taxes. Buyer will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes and fees, and, if required by applicable law, Seller will join in the execution of any such tax returns and other documentation. Seller and Buyer shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for Transfer Taxes.

Buyer shall transfer the sum of _____ to Seller as a good faith estimate of the potential sales and other transfer tax associated with Seller's initial acquisition of the Assets. Within 90 days of closing, Seller shall reimburse Buyer for that ratable portion of acquired assets that were acquired as "non-taxable."

1.4 Independent Investigation, No Representations or Warranties

Buyer acknowledges and agrees that none of the Seller, the Assets, nor any other person is making any representations or warranties whatsoever, express or implied, and Buyer acknowledges and agrees that the Purchased Assets are being transferred on a "where is" and, as to condition, "as is" basis, "with all faults." Buyer further represents that neither Seller, the Assets, nor any of their affiliates nor any other person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Purchased Assets, the Buyer's businesses or the transactions contemplated hereby not expressly set forth in this Bill of Sale, and none of Seller, the Assets and their estates, the Sales Agent or any of their affiliates or representatives, or any Secured Party, will have or be subject to any liability to Buyer or any other person resulting from the distribution to Buyer or its representatives or buyer's use of, any such information, including any confidential memoranda distributed on behalf of the Assets relating to the Buyer's business or other publications or data room information provided to Buyer or its any of its affiliates or representatives, or any other document or information in any form provided to Buyer or any of its affiliates or representatives in connection with the sale of the Purchased Assets and the transactions contemplated hereby. Buyer acknowledges that it has conducted to its satisfaction its own independent investigation of the Buyer's business and the Purchased Assets, and in making the determination to proceed with the transactions contemplated hereby, Buyer has relied on the results of its own independent investigation.

1.5 Transition Agreement

Buyer agrees to be bound by the same terms of the Transition Agreement that Seller has agreed as part of Seller's original purchase of the Assets.