

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
M-D Building Products, Inc.		06/11/2010	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Empire Level Mfg. Corp.		
Street Address:	929 Empire Drive		
Internal Address:	PO Box 800		
City:	Mukwonago		
State/Country:	WISCONSIN		
Postal Code:	53149		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1898701	AMERICANLEVEL	
Registration Number:	1756499	AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-273-3500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 North Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	059660-0005		
NAME OF SUBMITTER:	Brian G. Gilpin		

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**TRADEMARK
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Signature:	/bgg/
Date:	06/11/2010
Total Attachments: 4 source=American Trademark Assignment (3)#page1.tif source=American Trademark Assignment (3)#page2.tif source=American Trademark Assignment (3)#page3.tif source=American Trademark Assignment (3)#page4.tif	

ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATION RIGHTS

WHEREAS, M-D BUILDING PRODUCTS, INC. (the "Company"), is the owner of the trademark and service mark registrations set forth on Exhibit A attached hereto (the "Registration") for the trademark and service mark (the "Registered Trademarks") listed in the Registration, and Company or its predecessors in interest has adopted, has used and is using the Registered Trademarks; and

WHEREAS, EMPIRE LEVEL MFG. CORP., a Wisconsin corporation (the "Buyer"), has agreed to acquire (a) all of Company's right, title and interest in and to the Registered Trademarks and (b) all of Company's common law trademarks, service marks and trade names that constitute Intangible Assets pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 11, 2010, by and between Buyer and Company (such common law marks and the Registered Trademark are collectively referred to herein as the "Trademarks"), and Company has agreed to transfer to Buyer all of Company's right, title and interest in and to the Trademarks.

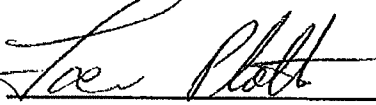
NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Company hereby sells, assigns and transfers to Buyer, its successors and assigns, Company's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that Company (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Company if this assignment and sale had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

Company agrees to execute and deliver at the request of the Buyer, all other papers, instruments and assignments, and to perform any other reasonable acts the Company may require in order to vest all Company's rights, title and interest in and to the Trademarks to the Buyer and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Company.

IN TESTIMONY WHEREOF, Company has caused its duly authorized officer to execute and deliver this instrument as of June 11, 2010.

M-D BUILDING PRODUCTS, INC.

By: 
Loren Plotkin, Chairman and CEO

EMPIRE LEVEL MFG. CORP.

By: _____
Jennifer Kay Becker, President

IN TESTIMONY WHEREOF, Company has caused its duly authorized officer to execute and deliver this instrument as of June 11, 2010.

M-D BUILDING PRODUCTS, INC.

By: _____
Loren Plotkin, Chairman and CEO

EMPIRE LEVEL MFG. CORP.

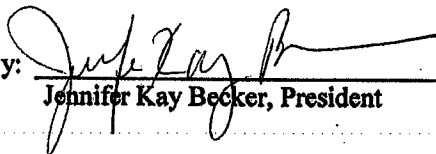
By:  _____
Jennifer Kay Becker, President

EXHIBIT A

Trademark: "AMERICAN LEVEL"
Registration Number: 1,898,701
Registration Date: June 13, 1995

Service Mark: "AMERICAN"
Registration Number: 1,756,499
Registration Date: March 9, 1993