



LEO AND ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
200 RANDOLPH AVENUE
SUITE 200
HUNTSVILLE, ALABAMA 35801
(256) 539-6000
FAX: (256) 539-6024

TM

6-18-98

ERNEST W. BALL
KAREN G. BIAGI
C. PAUL DAVIS
*KARL W. LEO

*Admitted also to North Carolina

MORRIS J. "MO" BROOKS, JR.
OF COUNSEL

07-06-1998



100755334

PLEASE REFERENCE OUR
FILE NUMBER ON ALL
CORRESPONDENCE

VIA FEDERAL EXPRESS DELIVERY
Comm. Patents and Trademarks
United States Patent and Trademark Office
2011 Jefferson Davis Highway
Arlington, VA 22202

U.S. Patent & TMO/TM Mail Receipt Dt. #61



06-18-1998

Attn: Box Assignments/No Fee

RE: Assignment of Registration
Our File No. 2317-004

Dear Commissioner:

Please record the enclosed document regarding the assignment of the mark identified below. Although the identical information was contained in the original cover sheet submitted on March 19, 1998, document I.D. no. 100679386, the information set forth below clarifies the information requested by the Assignment Division.

Party Conveying Interest: Gordon Metal Corporation, a Wisconsin corporation

Party Receiving Interest: American Builders & Contractors Supply Co., Inc., a Delaware corporation
One ABC Parkway
Beloit, Wisconsin 53511

Nature of Conveyance: Assignment of all right, title and interest and good will associated with the trademark

Trademark Registration No.: 1,798,479

Date of Execution: July 1, 1997

Total number of Registrations subject to Assignment: 1

TRADEMARK
REEL: 1749 FRAME: 0256

Patent and Trademark Office
Box Assignment
Reg. No. 1,798,479
Page 2

Inquiries regarding the assignment or recordation may be addressed to:

Karen G. Biagi
LEO AND ASSOCIATES
200 Randolph Avenue, Suite 200
Huntsville, Alabama 35801
(205)539-6000

A check in the amount of Forty Dollars (\$40.00) was submitted with the prior cover sheet for the recording of this trademark assignment.

I declare that under penalty of perjury under the laws of the United States of America that, to the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted is true and correct copy of the original document.

This 17th day of June, 1998

Sincerely,

LEO AND ASSOCIATES



By: Karen G. Biagi

KGB/
c:\wp51\karen\gordon\trademark\2317-004.233

TRADEMARK
REEL: 1749 FRAME: 0257

D

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment dated as of July 1, 1997, is entered into by and between **GORDON METAL CORPORATION**, a Wisconsin corporation ("GORDON"), and **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.** ("ABC").

PRELIMINARY STATEMENT

U.S. Patent & TMO/c/TM Mail Receipt Dt. #61



GORDON and ABC are parties to the Asset Purchase Agreement dated July 1, 1997 (the "Purchase Agreement"), pursuant to which GORDON agreed to sell to ABC certain Assets of GORDON, including all right, title and interest in and to GORDON'S tradenames, trademarks, services marks, whether registered or unregistered, hereinafter collectively referred to as "Trademarks". GORDON is the owner of all right and title in and to certain trade names, trademarks and service marks, which are the Trademarks described herein.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Purchase Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Purchase Agreement.

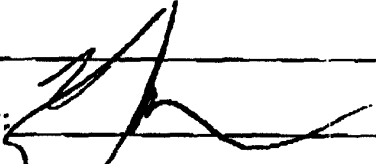

2. **Assignment.** GORDON hereby assigns to ABC all its right, title and interests in and to the Trademarks, wherever such right, title or interest may have accrued at anytime heretofore, together with the goodwill symbolized by the Trademarks, including all rights accruing to GORDON under the federal registration of "GORDON METAL COMPANY" on the Principal Register of the United States Patent and Trademark Office, Registration No. 1,798,479. From time to time, GORDON shall execute all other documents and do all things necessary to effectuate the transfer hereunder of all rights and interests in the Trademarks should such acts be necessary to permit ABC to enjoy the benefits transferred herein.

3. **Successors and Assigns.** This Assignment of Trademarks shall be binding upon and shall binding upon GORDON and their respective successors and shall inure to the benefit of ABC and its successors and assigns.

s:\wp51\client\2002-854.764

IN WITNESS WHEREOF, the undersigned has executed this Assignment of the Trademarks as of the date first above written.

GORDON METAL CORPORATION

By: 
Its: 

s:\wp51\client\2002-854.764