

MRD 8-3-98

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

Assistant Commissioner
for Trademarks
2900 Crystal Drive
Box - Assignments Fee
Arlington, VA 22202-3513

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

08-05-1998



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

100784246

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
3 26 98
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name PRIMESOURCE BUILDING PRODUCTS, INC.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name ITOCHU INTERNATIONAL ACQUISITION CORPORATION

DBA/AKATA _____

Composed of _____

Address (line 1) 660 WHITE PLAINS ROAD

Address (line 2) _____

Address (line 3) TARRYTOWN

City

NEW YORK

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization DELAWARE

08/05/1998 DNGUYEN 00000109 012520 1820982

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1763 FRAME: 0037

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1 820 982"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

R. Holland Campbell, Esq.

6/3/98

Name of Person Signing

Signature

Date Signed

SENT BY:
RCV DT:
NOV 3 00 110N 14:20

07-3-98 3:39PM *
8-3-98 2:20PM :

PRIMESOURCE
→

202 001 01100 1
PRIMESOURCE: # 1
7.04

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
GRW FASTENER EXCHANGE	1,820,982	February 15, 1994	Registered

157034.1D

Received Time

Aug. 3. 4:46PM

Print Time

Aug. 3. 4:49PM

TRADEMARK
REEL: 1763 FRAME: 0039

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, as of March 26, 1998, PRIMESOURCE BUILDING PRODUCTS INC., a Delaware corporation, having its principal offices at 1800 John Connally Drive, Carrollton, Texas, had adopted, used, and was using in the United States the trademark listed in Schedule A attached hereto and was the owner of the trademark and the U.S. Trademark Registration thereof shown in said Schedule, as well as any common law rights to the mark (hereinafter "the Mark"); and

WHEREAS, ITOCHU INTERNATIONAL ACQUISITION CORPORATION, a Delaware corporation, having its principal offices at 660 White Plains Road, Tarrytown, New York, is desirous of acquiring said trademark and the federal registrations therefor;

NOW, THEREFORE, PRIMESOURCE BUILDING PRODUCTS INC. confirms as follows:

1. At the time of the assignment of the Mark from PRIMESOURCE BUILDING PRODUCTS INC. to ITOCHU INTERNATIONAL ACQUISITION CORPORATION, PRIMESOURCE BUILDING PRODUCTS INC. was the owner of the Mark as well as the U.S. Trademark Registration set forth in Schedule A attached hereto; that said U.S. Trademark Registration was valid; that PRIMESOURCE BUILDING PRODUCTS INC. had used the Mark since the dates of first use recited in the U.S. Trademark Registration and that such use had not been abandoned; and that there was no challenge to the ownership that was pending and not resolved.

2. At the time of the assignment of the Mark from PRIMESOURCE BUILDING PRODUCTS INC. to ITOCHU INTERNATIONAL ACQUISITION CORPORATION, no security interest was outstanding in favor of any third party with respect to any of its rights in the Mark or the U.S. Trademark Registration listed in Schedule A attached hereto except for a security interest held by Congress Financial Corporation, a Texas Corporation, having its principal offices at 1201 Main Street, Suite 1626, Dallas Texas, ("Congress").

3. PRIMESOURCE BUILDING PRODUCTS INC. previously transferred ownership of the mark to ITOCHU INTERNATIONAL ACQUISITION CORPORATION on March 26, 1998, and assignor hereby confirms said assignment nunc pro tunc as of March 26, 1998.

4. PRIMESOURCE BUILDING PRODUCTS INC. hereby confirms assignment to ITOCHU INTERNATIONAL ACQUISITION CORPORATION for good and valuable consideration, of all right, title and interest in the United States in and to the trademark and said registration therefor as set forth in Schedule A attached hereto, together with the goodwill of the business symbolized by said trademark and said registration and any other rights held by PRIMESOURCE BUILDING PRODUCTS, INC. in respect thereof.

5. PRIMESOURCE BUILDING PRODUCTS INC. agrees to provide any documentation or assistance that ITOCHU INTERNATIONAL ACQUISITION CORPORATION may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.

Signed at 2:40 PM this 3RD day of AUGUST 1998

PRIMESOURCE BUILDING
PRODUCTS INC. TRADEMARK
By [Signature] TRADE: 0040

5. PRIMESOURCE BUILDING PRODUCTS INC. agrees to provide any documentation or assistance that ITOCHU INTERNATIONAL ACQUISITION CORPORATION may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.

Signed at 2:40 PM this 3RD day of AUGUST 1998

**PRIMESOURCE BUILDING
PRODUCTS INC.**

By [Signature]

Name: Paul W. Hybert

Title: President

157638.ID