

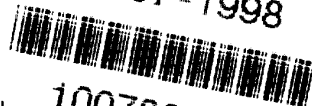
FORM PTO-1618  
Expires 06/30/92  
OMB 0651-0027

MMD  
8-3-98

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

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

08-07-1998



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Trademarks: Please record the attached original document(s) or copy(ies).

- New **100788274**
- Resubmission (Non-~~rec~~lassification)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

- Conveyance Type**
- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name James H. Miller and Grip-Rite West, Inc. Execution Date 01 16 97  
Month Day Year

- Formerly \_\_\_\_\_
- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other \_\_\_\_\_
  - Citizenship/State of Incorporation/Organization California

#### Receiving Party

Mark if additional names of receiving parties attached

Name PrimeSource Building Products, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1800 John Connally Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Carrollton, Texas 75011-136  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

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.)

08/05/1998 DNGUYEN 00000130 012520 75297720

1 FC:481 40.00 CH  
2 FC:482 50.00 CH

#### FOR OFFICE USE ONLY

file ok

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: 0882

**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)**

**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

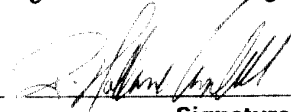
No

**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.

Name of Person Signing



Signature

8/3/98

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of January 16, 1997, by and among PrimeSource Building Products, Inc., a Delaware corporation ("Buyer"), James H. Miller ("Shareholder"), and Grip-Rite West, Inc., a California corporation ("Seller"), pursuant to the Definitive Agreement dated January 16, 1997 (the "Definitive Agreement"), and made by and among Buyer, Shareholder, and Seller.

RECITALS:

WHEREAS, Seller and/or Shareholder owns or has the licensed rights to those trademarks, trade names, and service marks set forth on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, Buyer desires to obtain all of Seller's and Shareholder's rights, title, and interest in, to, and under said Trademarks both in the United States as well as abroad;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller and Shareholder, Seller and Shareholder hereby sell, convey, assign, transfer, and deliver to Buyer, its successors, and assigns, all of their rights, title, and interest in, to, and under the Trademarks, together with the goodwill symbolized by the marks, listed on Schedule 1 hereto, which Trademarks or licensed rights are all the Trademarks owned by or licensed by Seller in conjunction with its Business, as that term is defined in the Definitive Agreement, and the right to sue and recover damages for past infringements thereof and to stand in the place of Seller and/or Shareholder in all matters related thereto.

Seller and Shareholder represent and warrant to the Buyer that Seller and/or Shareholder has not entered into any contract or made any commitment that will or may impair the Buyer's rights hereunder, or assigned any right in the Trademarks other than the assignment hereunder.

At any time and from time to time hereafter, the Seller and/or Shareholder shall forthwith upon the Buyer's written request, take any and all steps and execute, acknowledge, and deliver to the Buyer any and all further instruments and assurances necessary or expedient in order to vest the Trademarks and causes of action more effectively in the Buyer. The rights assigned hereby may be assigned by the Buyer at any time hereafter.

This ASSIGNMENT OF TRADEMARKS may be executed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF TRADEMARKS to be executed as of the day and year first above written.

SELLER: [Signature]  
By: James H. Miller  
Title: President

BUYER: [Signature]  
By: F. Wayne Withers  
Title: Vice President

SHAREHOLDER: [Signature]  
James H. Miller

Acknowledgment

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_, 199\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me OR \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SCHEDULE 1  
TO  
ASSIGNMENT OF TRADEMARKS**

<u>Mark</u>	<u>Status</u>	<u>Appl. No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>
FASTENER EXCHANGE	Pending	75/297,720	May 23, 1997
GRIP-RITE	Registered	907,843	February 16, 1971
GRW FASTENER EXCHANGE	Registered	1,820,982	February 15, 1994
GRIP-RITE WEST			
GRIP-RITE NAILS			

156841

RECORDED: 08/03/1998

TRADEMARK  
REEL: 1763 FRAME: 0886