

02-20-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

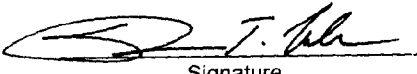
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): James H. Miller</p> <p style="text-align: right; font-size: 1.5em;">2.1.02</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>PrimeSource Building Products, Inc.</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>1800 John Connally Drive</u> City: <u>Carrollton</u> State: <u>TX</u> Zip: <u>75011</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other (See continuation page)</p> <p>Execution Date: <u>01161997</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>907843</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Shannon T. Vale</u> Internal Address: <u>Fulbright & Jaworski, LLP</u> _____ _____ Street Address: <u>600 Congress Ave., #2400</u> _____ City: <u>Austin</u> State: <u>TX</u> Zip: <u>78701</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-1212</u> FEB - 1 2002</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is copy of the original document.

Shannon T. Vale, Esq.  12/3/02
Name of Person Signing Signature Da

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/19/2002 TDIAZ1 00000082 907843

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TRADEMARK
REEL: 002445 FRAME: 0820

CONTINUATION PAGE
RA

(Registration No. 907843)
(GRIP-RITE)

1.

Grip-Rite West, Inc. is a California corporation.

3.

Corrective Document; document recorded at Reel/Frame 1763/0882 should not have been recorded.

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of January 16, 1997, by and among PrimeSource Building Products, a Delaware corporation ("Buyer"), James H. Miller ("Shareholder"), and Grip-Rite Weibull, 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.

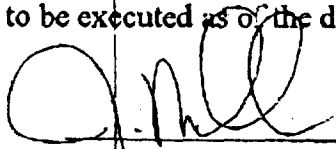
Received Time Jul. 30. 11:23AM

Print Time Jul. 30. 11:26AM

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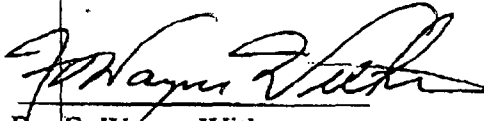
IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF TRADEMARKS to be executed as of the day and year first above written.

SELLER:



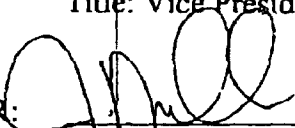
By: James H. Miller
Title: President

BUYER:



By: F. Wayne Withers
Title: Vice President

SHAREHOLDER:



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			

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