



Form PTO-1594 (Rev. 03/01) CMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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J. S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): I-Truss Technologies, Inc. 09-30-02 Individual(s) Association General Partnership Limited Partnership Corporation-State (Delaware) Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: MiTek Industries, Inc. Internal Address: Street Address: 14515 N. Outer Forty Rd. City: Chesterfield State: Missouri Zip: 63017 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Missouri Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: August 1, 2002

4. Application number(s) or registration number(s): 1 A. Trademark Application No. (s) 76/144,188 B. Trademark Registration No.(s) Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name Paul J. J. Fleischut Internal Address: Senniger, Powers, Leavitt & Roedel Street Address: One Metropolitan Square, 16th Floor City: St. Louis State: MO Zip: 63102

7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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 a true copy of the original document. Paul J. J. Fleischut Name of Person Signing Signature September 26, 2002 Date

Total number of pages including cover sheet, attachments, and document: 3

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

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Trademark Assignment

1. **WHEREAS**, I-Truss Technologies, Inc., having an address at 2001 Bryan Street, Suite 1600, Dallas, TX 75201, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignor), has adopted and is using in its business a first mark TRIM-IT (hereinafter referred to as Word Mark) and a second mark TRIM-IT accompanied by a saw-blade design logo (hereinafter referred to as Logo), in connection with trimmable end floor trusses; and

2. **WHEREAS**, Assignor has applied to register TRIM-IT on the Principal Register of the United States Patent and Trademark Office, Application Serial No. 76/144,188 filed on October 11, 2000 (hereinafter the "Application"), and Assignor currently uses the Word Mark and Logo in commerce; and

3. **WHEREAS**, MiTek Industries, Inc., of Chesterfield, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest of Assignor in said Word Mark and Logo and the Application and the good will of the business in connection with which said Word Mark and Logo are used;

4. **NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign, and transfer unto Assignee, its successors and assigns, all of Assignor's right, title, and interest throughout the world in and to said Word Mark and Logo and the Application for registration, together with the good will of the business symbolized by the Word Mark and Logo in connection with which said Word Mark and Logo are used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said Word Mark and Logo:

5. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

6. **ASSIGNEE WILL REIMBURSE** Assignor's reasonable out-of-pocket expenses incurred in filing the Application, including any filing fees and the fees paid to Nexsen Pruet