



11-22-2002



102290573

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

TRADEMARK PTO-1594 R
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇄ ⇄ ⇄ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

John Kurowski

11-18-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 28, 2002

2. Name and address of receiving party(ies)

Name: Home Builders Association of Metropolitan Denver

Internal Address: _____

Address: _____

Street Address: 1400 S. Emerson Street

City: Denver State: CO Zip: 80201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Colorado Non-Profit Corporation

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75757611;
75759314; 75774694; 75980647

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John R. Heronimus

Internal Address: _____

Street Address: 1700 Broadway, Suite 1700

City: Denver State: CO Zip: 80290

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

11/21/2002 DBYRNE 00000171 75757611

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

John R. Heronimus
Name of Person Signing

John R. Heronimus
Signature

November 15, 2002
Date

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

4

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

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

THIS ASSIGNMENT is made this ¹⁴~~08~~ day of October, 2002, from John Kurowski (the "Assignor"), an individual residing in the State of Colorado, to the Home Builders Association of Metropolitan Denver (the "Assignee"), a Colorado nonprofit corporation with its principal place of business at 1400 S. Emerson Street, Denver, Colorado 80201.

WHEREAS, Assignor is a former President and Director of Assignee.

WHEREAS, Assignor, as an authorized agent and representative of Assignee, filed applications with the U.S. Patent and Trademark Office for the registration of the trademark "BUILD GREEN" (hereinafter the "Trademarks") for and on behalf of the Assignee, namely the application having Serial Numbers: 75757611, 75759314, 75774694, and 75980647 (hereinafter collectively the "Applications").

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor has in the Trademarks and the Applications.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, said Assignor does hereby sell, transfer, convey, assign, and set over to Assignee, its successors, and assignees, any and all of Assignor's rights in the Trademarks, including all property right, title, and interest in and to the Trademarks and the Applications, including any allowed registrations of the Trademarks, and any common-law rights in the Trademarks, along with that portion of Assignor's business, including good will, directly pertaining to and symbolized by the Trademarks, any and all claims for damages that Assignor may have against third parties by reason of past infringement of said Trademarks, and the right to enforce, the right to sue for, collect, and recover damages for past infringement thereof for its own use and enjoyment and the use and enjoyment of its successors and assignees, to collect

ZP1842 October 24, 2002

any royalties regarding the Trademarks and to hold the Trademarks absolutely. Assignor hereby further assigns and transfers to Assignee all priority rights in and to the Trademarks and authorizes and requests the Commissioner of Patents and Trademarks to issue the trademark registrations issuing from all Applications to Assignee.

Assignor further agrees, at any time upon request of Assignee or its successors and assigns to execute and deliver any and all other appropriate supplemental agreements and other instruments, and to take any other action reasonably necessary to: (i) carry out the intent of this Assignment; (ii) make this Assignment fully and legally effective, binding, and enforceable as between the parties hereto or as against third parties; or (iii) perfect title in the Trademarks in Assignee or its successors and assigns.

Assignor makes no warranties or representations whatsoever regarding the priority of the Trademarks or the right to register the Trademarks with the United States Patent and Trademark Office.

(Signature to Follow)

