

RECORDATION  
TRADEMARK

04-02-2003



To the Honorable Commissioner of Patents and Trademarks

102406298

copy thereof.

1. Name of conveying party(ies) (assignor(s)):  
HARDY FRAMES, INC.

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FINANCE SECTION

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

4-1-03

Additional name(s) of conveying party(ies) attached?  yes  no

3. Nature of Conveyance:

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

Execution Date: Nunc Pro Tunc Assignment effective  
as of September 23, 2002

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: MITEK INDUSTRIES, INC.  
Address: 14515 North Outer Forty Road

City: Chesterfield  
State: Missouri Zip: 63017  
Country: U.S.A.

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,324,145

Additional numbers attached?  Yes  No

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

Paul I. J. Fleischut  
Senniger, Powers, Leavitt & Roedel  
One Metropolitan Square  
16th Floor  
St. Louis, Missouri 63102  
(314) 231-5400 (telephone)

6. Total number of applications and registrations involved:  
Application(s) \_\_\_\_\_ + Registration(s): 1 = Total 1

7. Total Fee (37 CFR 3.41) \$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345  
(Duplicate copy of this sheet attached)

- Charge any underpayment or credit any overpayment to above 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 I. J. Fleischut  
Name of Person Signing

Paul I. J. Fleischut  
Signature

24 March 2003  
Date

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

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ASSIGNMENT

1. **WHEREAS**, HARDY FRAMES, INC., of 14515 North Outer Forty Road, Chesterfield, Missouri, 63017, U.S.A., a corporation duly organized and existing under and by virtue of the laws of the State of Missouri (hereinafter referred to as Assignor), has adopted and used in its business a certain trademark; and

2. **WHEREAS**, assignor has a certain registration in the United States Patent and Trademark Office relating to said trademark; and

3. **WHEREAS**, MITEK INDUSTRIES, INC., of 14515 North Outer Forty Road, Chesterfield, Missouri, 63017, U.S.A., 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 trademark and said registration and the good will of the business in connection with which said trademark is 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 trademark and said registration together with the good will of the business in connection with which said trademark is used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademark; including specifically, without limiting the generality of the foregoing, the United States registration listed below.

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.

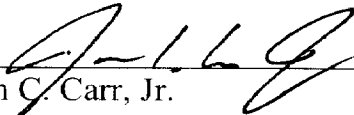
6. **THE UNITED STATES TRADEMARK REGISTRATION IS AS FOLLOWS:**

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>MARK</u>
2,324,145	February 29, 2000	HARDY FRAME

This is a *nunc pro tunc* assignment to be effective September 23, 2002.

IN WITNESS WHEREOF, assignor has caused these presents to be executed by its officer thereunto duly authorized and its corporate seal to be affixed this 19<sup>th</sup> day of March, 2003.

HARDY FRAMES, INC.

By   
Joseph C. Carr, Jr.  
Title: Vice President, Secretary & General Counsel