

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conxtech		12/01/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ConXtech, Inc.		
<b>Street Address:</b>	24493 Clawiter Road		
<b>City:</b>	Hayward		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94545		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78426496	CONX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4155911000		
<b>Email:</b>	jnishi@winston.com		
<b>Correspondent Name:</b>	John C. Nishi		
<b>Address Line 1:</b>	Winston & Strawn LLP / 101 California St		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	John C. Nishi		
<b>Signature:</b>	/John C. Nishi/		
<b>Date:</b>	12/23/2004		

CH \$40.00 78426496

Total Attachments: 2

source=tmAssgn#page1.tif  
source=tmAssgn#page2.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Agreement"), memorializes the intent of the parties concerning the subject matter hereof, and shall be effective as of December 1, 2004 (the "Effective Date") between **Conxtech**, a California corporation having its principal place of business in Hayward, California ("Assignor"), and **ConXtech, Inc.**, a Delaware corporation having its principal place of business in Hayward, California ("Assignee").

### RECITALS

WHEREAS, as of the Effective Date, Assignor owned an application to register the trademark CONX in the United States Patent and Trademark Office (Application Serial No. 78/426496) for use on, and in connection with, "Steel components for building construction, namely, pre-fabricated structural moment resistant steel frame and joints," and the trade name CONXTECH and certain other trademarks owned or used in connection with the business of Assignor (hereafter collectively the "Marks"); and

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in the Marks together with the goodwill associated therewith.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, on behalf of itself and its partners, affiliates, predecessors and successors in interest, transfers and assigns to Assignee, as of the Effective Date:

(a) all right, title, and interest it may own in or to the Marks, to Application Serial No. 78/426496 and to any other registrations or applications for registration for the Marks owned by Assignor; and

(b) that part of the goodwill of Assignor's business connected with and symbolized by the Marks, and;

(c) all rights, and interest in and to the ongoing and existing portions of Assignor's business for which Assignor has a *bona fide* intent to use the Marks.

2. Assignor acknowledges that from the effective date of this Agreement Assignee shall be the owner of all right, title and interest in and to the Marks in any form or embodiment thereof and any goodwill attached to the Marks. Assignor shall not at any time do, or suffer to be done, any act or thing which may materially adversely affect any rights of Assignee in and to the Marks. Assignor further agrees not to challenge the ownership or the validity of the Marks or any application for registration thereof or any trademark registration thereof or any rights of Assignee therein.

3. This Agreement and the rights acquired under the Agreement, including without limitation, rights in and to the Marks and their associated goodwill, are fully and freely

assignable without notice. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

4. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. This Agreement may only be amended or modified by a written agreement signed by both parties.

For and on Behalf of Assignor  
Conxtech

By: \_\_\_\_\_

Name: Robert Simmons  
Title: Agent

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT (DECEMBER 1, 2004)