

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Interpretation of trademark assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Franklin Industries Co. | | 08/06/2002 | A Pennsylvania business trust: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | The Franklin Investment Corporation | | |
| Street Address: | 645 Atlantic Avenue | | |
| City: | Franklin | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 16323 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1107632 | EZE ERECT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (412)343-5787 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 412-343-9700 | | |
| Email: | jthomas@pbecklaw.com | | |
| Correspondent Name: | John C. Thomas III | | |
| Address Line 1: | 1575 McFarland Road | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15216 | | |
| NAME OF SUBMITTER: | John C. Thomas III | | |
| Signature: | /john c thomas iii/ | | |
| Date: | 09/08/2005 | | |

OP \$40.00 1107632

Total Attachments: 6

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**TRADEMARK
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner: THE FRANKLIN :
INVESTMENT CORPORATION :
 : Trademark
Registration No. 1,107,632 :
 : **EZE ERECT**
Registration Date: November 28, 1978 :
 :
Filing Date: October 11, 1977 :

INTERPRETATION OF TRADEMARK ASSIGNMENT

Dear Commissioner:

Attached are the following documents:

- i. Pages 1 and 2 of the Asset Purchase Agreement dated August 7, 2002;
- ii. Trademark Assignment;
- iii. Declaration of Nathan Kovalchick.

The trademark assignment does not explicitly include the mark **EZE ERECT** in the assignment. Based on the evidence and the facts it was the intent of the parties that the mark **EZE ERECT** be included in the assignment. Therefore, the assignment should be interpreted to include the mark **EZE ERECT**.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of this 7th day of August, 2002 (the "Agreement"), by and between THE FRANKLIN INVESTMENT CORPORATION, a Delaware corporation ("Buyer") and FRANKLIN INDUSTRIES CO., a Pennsylvania business trust ("Franklin" or the "Seller").

WITNESSETH:

WHEREAS, Seller owns and operates a rolling mill and fabrication business located in Franklin, Pennsylvania (the "Business"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the assets used in connection with the Business, upon the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the premises and the agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE ASSETS

Subject to the terms and conditions of this Agreement, Seller covenants and agrees to sell, assign, transfer and deliver to Buyer, and Buyer covenants and agrees to purchase and accept from Seller, the Assets, as defined in Section 2.2 hereof, in the manner and for the consideration hereinafter set forth.

2. CLOSING AND TRANSFER OF ASSETS; PURCHASE PRICE; ASSUMPTION OF LIABILITIES

2.1 Closing and Closing Date.

The closing of the transaction contemplated hereby (the "Closing") shall take place on August __, 2002 via facsimile, at the offices of Seller's counsel, Buchanan Ingersoll Professional Corporation, One Oxford Centre, 301 Grant Street, 20th Floor, Pittsburgh, Pennsylvania 15219 or at any other place that the parties shall so agree. Throughout this Agreement, such date and time are referred to as the "Closing Date."

2.2 Transfer of Assets.

Seller shall, at the Closing on the Closing Date, by bill of sale, assignment and assumption substantially in the form of Exhibit A hereto (the "Assignment, Assumption and Bill of Sale"), by trademark assignment substantially in the form of Exhibit B hereto (the "Trademark"),

Assignment") and by patent assignment substantially in the form of Exhibit C hereto (the "Patent Assignment") and all other appropriate documents reasonably satisfactory to Buyer, transfer to Buyer, free and clear of any and all liens, mortgages, pledges, security interests, encumbrances and charges of every kind (each a "Lien"), except for permitted liens as set forth on Schedule 3.3 (the "Permitted Liens"), all of the assets and information of every nature and description owned by Seller and used or useful in connection with, or necessary to the operation of, the Business. The Assets transferred pursuant to this Section 2.2 are herein referred to as the "Assets." Without in any way limiting the generality of the foregoing, the Assets shall include:

- (a) all of the Sellers' interests in real estate owned and used in connection with the Business as of the date hereof, as described on Schedule 2.2(a) together with any and all buildings, plants and other structures and improvements thereon, and any and all rights and privileges pertaining thereto or to any of such buildings, plants or other structures or improvements, and any and all fixtures attached thereto or located thereon (the "Real Property");
- (b) any and all plants, fixtures, machinery, installations, equipment, furniture, tools, spare parts, supplies, materials and other personal property used in or relating to the Business with such additions thereto and deletions therefrom as may hereafter arise in the ordinary course of business prior to the Closing (collectively, the "Personal Property"), as set forth on Schedule 2.2(b);
- (c) all of the Sellers' inventories used in or relating to the Business, including raw materials, supplies, parts, work in process and finished goods, as set forth on Schedule 2.2(c);
- (d) all of the trade accounts receivable, notes receivable and miscellaneous receivables of the Business (collectively, the "Accounts Receivable"), as set forth on Schedule 2.2(d);
- (e) all of the Seller's rights under all contracts, commitments and agreements of the Seller used in or relating to the Business entered into in the ordinary course of business prior to the Closing;
- (f) all of the Seller's transferable rights under the licenses, permits and approvals, both governmental and private, as set forth on Schedule 2.2(f);
- (g) all of the Seller's trademarks, service marks, trade names, trade secrets, copyrights, designs, patents (and all applications relating thereto, licenses (as licensee or licensor) used in or relating to the Business and all goodwill and other agreements and applications with respect to the foregoing, production records, technical information, manufacturing know-how, processes, customer lists and other intangible assets used in or relating to

Exhibit A

TRADEMARKS

| <u>Mark</u> | <u>Country</u> | <u>Serial Number</u> |
|---|----------------|----------------------|
| Gold crown fence posts | USA | 1,207,829 |
| Green fence post with gold crown | Canada | 382,998 |
| Any color fence post with gold crown | Canada | 382,999 |
| Eze-erect sign posts | USA | |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

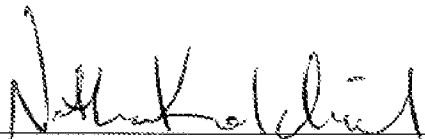
Owner: THE FRANKLIN :
INVESTMENT CORPORATION :
: Trademark
Registration No. 1,107,632 :
: **EZE ERECT**
Registration Date: November 28, 1978 :
: :
Filing Date: October 11, 1977 :

DECLARATION OF NATHAN KOVALCHICK REGARDING OWNERSHIP OF MARK

I, Nathan Kovalchick, CEO of The Franklin Investment Corporation, the current owner of the mark named above, state as follows:

An Asset Purchase Agreement was entered into on August 7th 2002 with Franklin Industries Co. in which Franklin Industries Co. sold, among other property, all of its trademarks and service marks to The Franklin Investment Corporation. It was the intention of the parties that all of the trademarks would be transferred to The Franklin Investment Corporation. There was never a position taken to the contrary. The trademark assignment inadvertently did not identify the above mark in the schedule. I have tried to contact Franklin Industries Co. There is no one remaining from Franklin Industries Co. to correct the assignment. The above mark is the property of The Franklin Investment Corporation.

I, the undersigned authorized signatory of Applicant, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any resulting registration, declare that I am properly authorized to execute this declaration on behalf of the Applicant; that I believe the foregoing statements to be true; and that all statements made on information and belief are believed to be true.



Nathan Kovalchick, CEO
The Franklin Investment Corporation

Date: 12-8-2004