

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technical Change Associates, Inc.		02/13/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	LMI Aerospace, Inc.		
Street Address:	3600 Mueller Road		
City:	St. Charles		
State/Country:	MISSOURI		
Postal Code:	63302-0900		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3016852	EXTREME LEAN	
CORRESPONDENCE DATA			
Fax Number:	(314)615-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 615-6000		
Email:	ip@gjn.com		
Correspondent Name:	John W. Kepler III		
Address Line 1:	101 South Hanley Road, Suite 1700		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	058066-0336		
NAME OF SUBMITTER:	John W. Kepler III		
Signature:	/John W. Kepler III/		
Date:	04/25/2006		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of January 1, 2006, from Technical Change Associates, Inc., a Utah corporation ("Assignor"), to LMI Aerospace, Inc., a Missouri corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, effective as of January 1, 2006, by and among the Assignor, David R. Dixon (as the sole shareholder of Assignor) and Assignee (the "Agreement"), pursuant to which Assignee is purchasing substantially all of the assets of Assignor;

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the trademarks now registered in the United States Patent and Trademark Office, used in connection with Assignor's assets to be acquired by Assignee pursuant to the Agreement, including without limitation those identified on Schedule A attached hereto (collectively, the "Marks"), the goodwill associated therewith, and registration and applications therefor; and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith and the registrations and applications therefor.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to the Marks, including without limitation those identified on Schedule A attached hereto, together with the goodwill associated therewith and the registrations and applications therefor. Assignor agrees to execute any additional documentation reasonably required to effectuate this Trademark Assignment.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Signed at OGDEN, Utah, this 13 day of February, 2006.

“Assignor”

TECHNICAL CHANGE ASSOCIATES, INC.


By: 

Name: David Dixon

Title: President

State of Utah
SS:
County of Weber

On this 13th day of February, 2006, personally appeared David Dixon, to me known and known to me to be President of Technical Change Associates, Inc., and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.


Notary Public

My commission expires: 3/17/2007

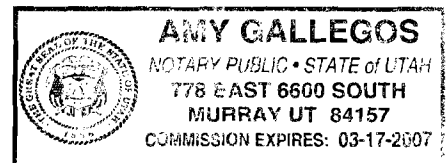


Exhibit A

“Extreme Lean” – Registration No. 3016852