

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																																								
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CORRESPONDENCE DATA																																								

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TRADEMARK
REEL: 003377 FRAME: 0129

Fax Number: (414)321-0368

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-321-4560

Email: david.affeldt@affeldtlaw.com

Correspondent Name: David A. Affeldt

Address Line 1: 8741 West National Avenue

Address Line 4: West Allis, WISCONSIN 53227

NAME OF SUBMITTER:

David A. Affeldt

Signature:

/David A. Affeldt/

Date:

08/24/2006

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*"), dated as of July 31, 2006, is made and entered into by and between OVERHEAD DOOR CORPORATION, an Indiana corporation ("*Assignor*") and SYSTEMS, INC., a Wisconsin corporation ("*Assignee*"). All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS:

A. Pursuant to that certain Asset Purchase Agreement, dated May 31, 2006, between Assignor and Assignee (the "*Asset Purchase Agreement*"), Assignee has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in, to and under the Assets (as defined in the Asset Purchase Agreement), including the Intellectual Property.

B. The Intellectual Property includes certain trade names, trademarks, trademark registrations and applications used in the operations of the McGuire Division and listed on Schedule A (the "*Transferred Marks*").

C. Pursuant to the Asset Purchase Agreement, Assignor has agreed at the Closing, to transfer, convey, assign and deliver, to Assignee the Transferred Marks.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement and the Asset Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of its right, title and interest in and to the Transferred Marks, together with the goodwill associated with the operations of the McGuire Division symbolized by the Transferred Marks free and clear of all Liens other than Permitted Liens (each as defined in the Asset Purchase Agreement).

2. No Expansion of Right. This Agreement, being further documentation of the conveyances, transfers, assignments and assumptions contemplated by the Asset Purchase Agreement, neither expands upon nor limits the rights, benefits, responsibilities, liabilities or obligations of the parties to the Asset Purchase Agreement provided therein and thereunder.

3. Asset Purchase Agreement Controls. In the event of a conflict between provisions of this Agreement, on the one hand, and provisions of the Asset Purchase Agreement, on the other hand, the provisions of the Asset Purchase Agreement shall control.

4. Miscellaneous.

(a) Successors and Assigns. This Agreement will be binding upon Assignor and Assignee and their respective successors and assigns, and will inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS,

REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

(c) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed by their duly authorized officers as of the date first above written.

ASSIGNOR:

OVERHEAD DOOR CORPORATION

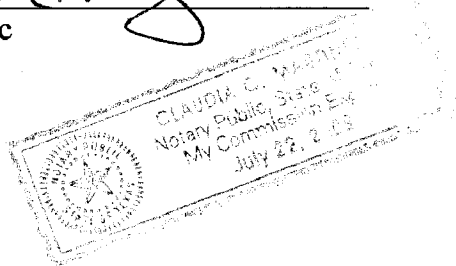
By: Charles A. Miller
Name: Charles A. Miller
Title: VP BUSINESS Development

STATE OF TEXAS)
COUNTY OF DENTON)

On this the 27th day of JULY, 2006, before me personally appeared Charles A. Miller, to me personally known, who being by me duly sworn said and acknowledged that [he/she] is the VP, Business Development of Overhead Door Corporation, and that [he/she] signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 27th day of JULY, 2006

Claudia C. Hargis
Notary Public



ASSIGNEE:

SYSTEMS, INC.

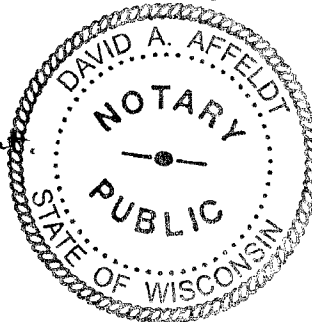
By: Edmund McGuire
Name: EDWARD MCGUIRE
Title: PRESIDENT

STATE OF WISCONSIN)
)
COUNTY OF WASHINGTON)

On this the 31ST day of July, 2006, before me personally appeared Edmund McGuire, to me personally known, who being by me duly sworn said and acknowledged that ~~[he/she]~~ is the President of Systems, Inc., and that ~~[he/she]~~ signed the foregoing instrument on behalf of said corporation and as the free act and deed of said corporation.

Subscribed and sworn to before me this 31ST day of July, 2006

David A. Affeldt
Notary Public, Wisconsin
My Commission is permanent.




SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION NO. (OR SERIAL NO.)	REGISTRATION DATE (OR FILING DATE)	DESCRIPTION OF GOODS AND SERVICES
United States	AUTODOK	1,006,596	3/11/1975	Truck loading dock levelers and associated dock equipment – namely, wheel chocks (Cls. 6 and 7).
United States	DURAPLEAT	1,178,180	11/17/1981	Wear protectors for truck dock door seals (Cl. 20).
United States	MAX FLEX	76/556,242*	10/24/2003	Fabric for use as an integral component of seals and shelters (Cl. 19).
United States	MCGUIRE	2,850,879	6/8/2004	Loading dock equipment, namely, dock levelers, dock seals, dock shelters, truck restraints (Cl. 7); loading dock equipment, namely, metal traffic doors (Cl. 19); loading dock equipment, namely non-metal traffic doors (Cl. 6).

* Denotes a trademark application for which trademark registration has not been granted as of the date hereof.

SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION NO. (OR SERIAL NO.)	REGISTRATION DATE (OR FILING DATE)	DESCRIPTION OF GOODS AND SERVICES
United States		2,881,505	9/7/2004	Loading dock equipment, namely, dock levelers, dock seals, dock shelters, truck restraints (Cl. 7); loading dock equipment, namely, metal traffic doors (Cl. 19); loading dock equipment, namely non-metal traffic doors (Cl. 6).
United States	MULTIDOR	2,343,940	4/18/2000	Non-metal automatic traffic doors (Cl. 19).
United States	ROUGH FLEX	76/560,184*	10/23/2003	Fabric for use as an integral component of seals and shelters (Cl. 19).
United States	SEGRIDOR	2,286,203	10/12/1999	Non-metal automatic traffic doors (Cl. 19).
United States	TRANSIDOR	2,446,662	4/24/2001	Non-metal automatic traffic doors (Cl. 19).
United States	TRAVERSDOR	2,438,780	3/27/2001	Non-metal automatic traffic doors (Cl. 19).

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COUNTRY	TRADEMARK	REGISTRATION NO. (OR SERIAL NO.)	REGISTRATION DATE (OR FILING DATE)	DESCRIPTION OF GOODS AND SERVICES
United States	TRUK FLEX	76/556,240*	10/23/2003	Fabric for use as an integral component of seals and shelters (Cl. 19).
United States	WEATHER SENTRY	76/554,138*	10/22/2003	Seal for use as a structural part of loading docks and shelters, in International Class 19.

* Denotes a trademark application for which trademark registration has not been granted as of the date hereof.