

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
Signature Systems, LLC		02/15/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Signature Acquisition LLC
Street Address:	50 East 42nd Street
Internal Address:	Suite 501
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2502621	SIGNATURE FENCING
Registration Number:	2968453	EVENTDECK
Registration Number:	3041256	HEXADECK
Registration Number:	2783164	CROWDSTOPPER
Registration Number:	2631719	POLYBARRIER
Registration Number:	2541810	THE TOPPER
Registration Number:	2437729	SPORTPANEL

CORRESPONDENCE DATA

Fax Number: (203)363-8659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (203) 330-2102
 Email: abowman@pullcom.com
 Correspondent Name: Aaron Bowman

OP \$190.00 2502621

Address Line 1: Pullman & Comley, LLC
Address Line 2: 300 Atlantic Street
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	/A. Bowman/
Signature:	/A. Bowman/
Date:	02/23/2007

Total Attachments: 10

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated as of February 15, 2007 by and between Signature Systems, LLC, a New York limited liability company (the "Assignor"), and Signature Acquisition LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee, Signature Holding Corp., a Delaware corporation, and Arnon J. Rosan, the sole member of Assignor, are concurrently herewith executing and delivering a Contribution and Acquisition Agreement dated as of even date herewith (the "Contribution and Acquisition Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, substantially all of the assets of the Assignor relating to the Business (as defined in the Contribution and Acquisition Agreement) and to enter into certain other arrangements;

WHEREAS, Assignor owns all right, title and interest in and to its Intellectual Property (as defined in the Contribution and Acquisition Agreement) as well as all of the Assignor's domain names, websites, e-mail addresses, uniform resource locators, listings used in the Business, as well as all rights to receive mail and other communications addressed to the Assignor relating to the Acquired Assets (as defined in the Contribution and Acquisition Agreement), and other agreements and applications with respect to the foregoing, production records, technical information, manufacturing know-how, processes, customer lists, telephone and telecopy numbers and other intangible assets, including, without limitation, that set forth on Schedule 1.1(i) of the Contribution and Acquisition Agreement and attached hereto as Schedule 1 (collectively, the "Signature Systems Intellectual Property"); and

WHEREAS, in connection with the transactions contemplated by the Contribution and Acquisition Agreement, the Assignee and the Assignor desire that all of its right, title and interest in and to Signature Systems Intellectual Property be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its legal or beneficial right, title and interest in and to any and all Signature Systems Intellectual Property, together with the goodwill of the Business connected with the use (as applicable) and symbolized thereby for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives. The aforementioned Signature Systems

Intellectual Property to be transferred hereby shall include any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*). The Signature Systems Intellectual Property being assigned and transferred pursuant to this Section 1.1 is hereinafter referred to as the "Assigned Intellectual Property."

1.2 Further Assurances.

(a) The Assignor hereby agrees to use its best efforts to assist the Assignee, at the Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark, service mark or domain name registrations (and applications therefor), and similar governmental or non-governmental grants confirming or enhancing said rights, and will execute all documents reasonably necessary or appropriate for this purpose.

(b) Promptly following the Closing (as defined in the Contribution and Acquisition Agreement), the Assignor agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer, conveyance and assignment of the domain names listed on Schedule 1 hereto.

(c) In the event that the Assignee is unable for any reason whatsoever to secure the signature of the Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in subclauses (a) and/or (b) above, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Contribution and Acquisition Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any affiliate of the Assignee, any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the business conducted by it.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.


2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

SIGNATURE SYSTEMS, LLC,
a New York limited liability company

By: 
Name: Arnon J. Rosan
Title: Operating Manager

SIGNATURE ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: Brent L. Paris
Title: President

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

SIGNATURE SYSTEMS, LLC,
a New York limited liability company

By: _____
Name: Arnon J. Rosan
Title: Operating Manager

SIGNATURE ACQUISITION LLC,
a Delaware limited liability company


By: Brent Paris
Name: Brent L. Paris
Title: President

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
COUNTY OF New York) SS:

I, Robert J. Rosan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arnon J. Rosan personally appeared before me this day in person, and acknowledged that he is the Operating Manager of Signature Systems, LLC, a New York limited liability company, and that, on behalf of Signature Systems, LLC, he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of February, 2007.



Notary Public

My commission expires: _____

ROBERT J. ROSAN
Notary Public, State of New York
No. 31-8638701
Qualified in New York County
Commission Expires Nov. 30, 2010

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) SS:

On the ___ day of February, 2007, before me, _____, the undersigned officer, personally appeared Brent L. Paris, who acknowledged himself to be the President of Signature Acquisition LLC, a Delaware limited liability company; and that he, as such President, having been authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office.

Notary Public

My commission expires: _____

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arnon J. Rosan personally appeared before me this day in person, and acknowledged that he is the Operating Manager of Signature Systems, LLC, a New York limited liability company, and that, on behalf of Signature Systems, LLC, he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ___ day of February, 2007.

Notary Public

My commission expires: _____

STATE OF CONNECTICUT)
GREENWICH) SS:
COUNTY OF FAIRFIELD)

On the 13th day of February, 2007, before me, SUSAN SCAUZILLO, the undersigned officer, personally appeared Brent L. Paris, who acknowledged himself to be the President of Signature Acquisition LLC, a Delaware limited liability company; and that he, as such President, having been authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office.

Susan Scauzillo
Notary Public

My commission expires: APR 30, 2010

SUSAN SCAUZILLO
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010

SCHEDULE 1

Signature Systems Intellectual Property

Stamford/71204.3/ABOWMAN/327865v4

Schedule 1.1(i)
Intellectual Property and Other Intangible Assets

Trade Names Claimed

CarpetDeck
CrowdStopper
DanceDeck
DanceDeck Deluxe
DuraDeck
EventDeck
EventDeck Ice
EZ-Span
FenceTopper
Fortress Fence
GymDeck
GymShield
HexaDeck
PolyBarrier
PolyCade
PolyCade Junior
PolyCade Xpander
Polytube Cap
Roll-A-Fence
Rotocade
RoverDeck
RubberDeck
Signature Fencing
Signature Rentals
Spectrum
SportPanel
SuperCover
SuperScreen
SurePost
TempoTile
The Topper
Trafficade
UltraDeck
Watercade

Web Sites Registered

www.signaturefencing.com
www.eventdeck.com
www.outfieldfencing.com
www.signaturebarricades.com
www.temporaryroadways.com
www.beststanchions.com

www.modulardancefloors.com
www.dancedeck.com
www.gymflooringcovers.com
www.portablefieldcovers.com
www.tentflooring.com
www.fencewindscreen.com
www.floorandfencerentals.com
www.militaryflooringsystems.com
www.allpurposefloors.com
www.stadiumflooring.com
www.instantgaragefloors.com

All the domain names are registered with GoDaddy.com, Inc. under Signature Systems, LLC, except www.signaturefencing.com, which is registered with Network Solutions, LLC.

Registered Trademarks

EventDeck
The Topper
CrowdStopper
PolyBarrier
SportPanel
Signature Fencing
HexaDeck

Other

1. Employees have e-mail addresses that generally follow the following format: first initial of first name followed by full last name followed by either: @eventdeck.com or @signaturefencing.com.
2. There are various product designs for products that are developed or that are in development.
3. There are various toll-free "(800)" numbers as well as local "(212)" numbers dedicated to the business.