



To the Director, U.S. Patent and Trade

original documents or copy thereof.

103532504

10-24-08

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Zone Four, LLC</p> <p>() Individual () General Partnership () Association (X) Limited Partnership () Other: () Corporation of:</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Trussed, Inc. Internal Address: Street Address: 23447 Cajalco Road City: Perris State: CA ZIP: 92570</p> <p>() Individual () General Partnership () Association () Limited Partnership () Other: (X) Corporation of: Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No</p> <p>Additional name(s) and address(es) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) 6/30/04</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s): b. Trademark Registration No: 2638029</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: ZONE.006T/007T/014T</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 1.21(h)): \$40.00 (X) Enclosed</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Deborah S. Shepherd
Name of Person Signing *Deborah S. Shepherd* Signature 10/21/08 Date

Total number of pages including cover sheet, attachments and document: 0000058 111410 2638029

Documents transmitted via Mail to be recorded with required cover sheet information: 40.00 DA

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
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Alexandria, VA 22313-1450



10-24-2008

TECHNOLOGY, KNOW-HOW AND INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of June, 2004, by and between Trussed, Inc., a Delaware corporation (hereinafter referred to as the "Company"), and Zone Four, LLC (hereinafter referred to as the "Assignor").

WHEREAS, as agreed upon among the purchasers of stock of the Company and their affiliates in conjunction with the formation and organization of the Company and the initial capitalization of the Company, each stockholder and their affiliates and officers and directors shall contribute and assign to the Company the technology, know-how and inventions owned by such entity or person that relates to Truss-Frame Shear Components.

NOW, THEREFORE, in partial consideration of the sale and issuance of shares of stock of the Company, of the mutual promises herein contained, and the participating by Assignor or its affiliate or entity of which Assignor is an officer or director in the investment in the Company, Assignor hereby acknowledges and agrees with the Company as follows:

1. Transfer of Technology.

Assignor hereby transfers and assigns to the Company, perpetually and irrevocably, all of its right, title and interest in and to the Transferred Technology, as defined below, and agrees to execute all documents necessary to effectuate such transfer and assignment to the Company.

2. Definitions.

"Transferred Technology" shall mean all proprietary, technical information heretofore developed by Assignor relating specifically to Truss-Frame Shear Components which is owned by Assignor or to which Assignor has the right to transfer, or which is covered or protected by patents, trademarks, service marks, trade names, copyrights or licenses held by Assignor, as of the date hereof, and which is required in the development, manufacture, testing or use of Truss-Frame Shear Components, including, but not limited to, the products, processes, patents and all information and materials related to or comprising the products, processes or patents listed and described in Appendix 1. By way of illustration, but not limitation, with respect to the foregoing, Transferred Technology shall include any information, know-how, data, process, technique, algorithm, program, design, drawing, formula or test data relating to any research and development, studies, laboratory or field tests or testing previously performed or in process relating to Truss-Frame Shear Components.

3. Disclosure of Know-how, Technical Assistance.

Assignor shall disclose to the Company and provide appropriate copies of, as soon as is practicable after the date hereof and at the expense of the Company, all information which the Company deems necessary to enable the Company to use the Transferred Technology.

4. Patent, Copyright and Trade Secret enforcement.

Company shall have the right, but not the obligation, to bring, defend, or maintain, any appropriate suit or action involving infringement of any patents or copyrights, misappropriation of any trade secrets or interference with any other right transferred or licensed to the Company pursuant to this Agreement. Assignor agrees to provide reasonable assistance to the Company in connection with any such suit, proceeding, or action.

5. Patent Applications and Copyright Registrations.

Assignor shall assist the Company, as reasonably requested, in have the obligation of prosecuting and maintaining in force patent applications or patents and copyright registrations or copyrights, if any, of the Licensed Technology.

6. Disclaimer of Indemnification.

6.01. Assignor represents that Assignor is aware of no third party rights upon which this Agreement will infringe.

6.02. ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ASSIGNOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRANSFERRED TECHNOLOGY TO BE FURNISHED BY ASSIGNOR TO THE COMPANY HEREUNDER.

6.03. In no event shall Assignor be liable to any party or any third person, for any indirect, special, incidental or consequential damages arising from or connected in any way with this Agreement, the Transferred Technology or with information or materials disclosed hereunder, whether based on contract, tort or strict liability.

7. Term and Termination.

7.1. This Agreement shall come into effect as of the date hereof and shall remain in full force and effect indefinitely.

8. Confidential Information.

Assignor agrees not to disclose any Confidential Information (defined below) or proprietary information (including trade secrets) of the Company to persons not employed by the Company, including information received in confidence from the Company or others either before, during or after Assignor's affiliation with the Company, except upon the prior written consent of the Board of Directors of the Company. Any Confidential Information that Assignor shall prepare, use or come into contact with shall be and remain the Company's sole property and shall not be removed from the Company's premises without the prior written consent of the Board of Directors of the Company, and shall be returned upon termination thereof. Assignor will not, except as the Company may otherwise consent or direct in writing, sell, use, lecture upon or publish any Confidential Information or proprietary information of the Company or authorize anyone else to do those things at any time either during or subsequent to the employment of Assignor by the Company. The obligations of Assignor set forth in this Section 8 shall survive the termination of Assignor's employment, if any. For purposes of this Agreement, the term "Confidential Information" means information (i) disclosed to or known by Assignor as a consequence of Assignor's affiliation with the Company or any purchaser of shares of Company stock; (ii) not generally known outside the Company; and (iii) which relates to the business of the Company. By way of illustration, but not limitation, and following examples meet the requirements of clauses (i), (ii), and (iii) of the preceding sentence, Confidential Information includes, but is not limited to, any and all information, whether in tangible or intangible form, concerning the technology, research, test procedures and results, machinery, equipment, manufacturing processes and products, software, services and supplies used, identity and description of components used, purchasing, accounting, engineering, marketing (including but not limited to customer lists and contacts), merchandising, selling and servicing, business methods and strategic plans that are used, manufactured or developed by or for the Company, trade secrets, techniques, marketing plans, strategies, forecasts, financial and cost information, customer lists, concepts, know-how, improvements, proposals, products, systems, supplier lists, Assignor lists, projects, and Developments, as defined below.

9. Developments Assignment.

9.1 If at any time or times during the term of Assignor's affiliation with the Company ("Term"), Assignor shall (either alone or with others) make, conceive, discover or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work-of-authorship, documentation, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called "Developments") that (A) relates to the business of the

Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured, sold or provided by the Company or which may be used in relation therewith, (B) results from tasks assigned to Assignor by the Company or (C) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof shall immediately become the sole and absolute property of the Company and its assigns, and Assignor shall promptly disclose to the Company (or any persons designated by it) each such Development and hereby assign any rights Assignor may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto (with all necessary plans and models) to the Company. Assignor has listed on the reverse side of this Agreement all unpatented, but potentially patentable, ideas and inventions conceived before this Agreement which have not been assigned to a former employer or consulting client and which are excepted from the obligations of this Agreement.

9.2 Upon disclosure of each Development to the Company, Assignor will, during the Term and at any time thereafter, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require:

(i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(ii) to reasonably assist with the defense of any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

In the event the Company is unable, after reasonable effort, to secure Assignor's signature on any letters patent, copyright or other analogous protection relating to a Development, whether because of Assignor's physical or mental incapacity or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stand to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such letters patent, copyright and other analogous protection thereon with the same legal force and effect as if executed by Assignor.

9.3 In the event of any breach of the restrictions set forth in this Section 9, Assignor acknowledges that the harm to the Company cannot be reasonably or adequately compensated in damages in any action at law. Accordingly, Assignor agrees that, upon any violation of the terms of this Section 9, the Company shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy that may be available thereto at law or in equity. Assignor agrees to waive (to the extent legally permissible) any legal conditions that may be required for the obtaining of any such injunctive or other equitable relief (including posting any bond in order to obtain equitable relief).

10. **Company's ownership of records.**

Assignor agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Confidential Information or any other aspect of the Company's operations, activities or business, made or received by Assignor during any period of affiliation with the Company are and shall be the Company's exclusive property, and Assignor will keep the same at all times in the Company's custody and subject to its control, and will surrender the same at the termination of his or her affiliation or at any prior time upon request of the Company.

11. **Attorneys' fees.**

If the Company shall bring and prevail in any action for any relief against Assignor, declaratory or otherwise, arising out of this Agreement, Assignor shall pay to the Company its reasonable attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such

action is prosecuted to judgment.

12. Extension of restrictions upon violation.

In the event of a violation by Assignor, the term of each such covenant so violated shall be automatically extended for a period of twelve (12) months from the date on which Assignor permanently ceases such violation or for a period of twelve (12) months from the date of the entry by a court of competent jurisdiction of a final order or judgment enforcing such covenant, whichever period is later.

13. Reasonableness of Restrictions.

Assignor has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth in Section 4 hereof are fair and reasonable and are reasonably required for the protection of the interests of the Company.

14. Separate Covenants.

This Agreement shall be deemed to consist of a series of separate covenants. Should a determination be made by a court of competent jurisdiction that the character, duration, or geographical scope of any provision of this Agreement is unreasonable in light of the circumstances as they then exist, then it is the intention and the agreement of the Company and Assignor that this Agreement shall be construed by the court in such a manner as to impose only those restrictions on the conduct of Assignor which are reasonable in light of the circumstances as they then exist and as are necessary to assure the Company of the intended benefit of this Agreement. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants deemed included herein because, taken together, they are more extensive than necessary to assure the Company of the intended benefit of this Agreement, then it is expressly understood and agreed by the Company and Assignor that those of such covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding, shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof.

15. Burden and Benefit.

This Agreement shall be binding upon, and shall inure to the benefit of, the Company and Assignor, and their respective successors and assigns. The Company shall have the right to assign its rights hereunder to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise.

16. Choice of Law.

It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the internal laws of the State of California, without giving effect to the conflict of laws provisions thereof.

17. Severability.

The provisions of this Agreement (including in particular, but not limited to, the provisions of Section 1 hereof) shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any one or more of the other provisions hereof.

18. Entire Agreement and Amendments.

This Agreement contains the entire agreement and understanding by and between the Company and Assignor with respect to the covenants contained herein, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

19. Notices.

All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, certified mail, return receipt requested, to Company, by personal notice to its President whose current address is:

23665 Cajalco Road
Perris, CA 82570

and to Assignor at:

or to such other addresses as either party may specify by written notice to the other.

IN WITNESS WHEREOF, the Company and Assignor have duly executed this Agreement as of the day and year first written above.

"COMPANY"

TRUSSED, INC., a Delaware corporation

By: Robert Lucey
Rob Lucey, President

"ASSIGNOR"

ZONE FOUR, LLC

By: Robert Lucey
Name: Robert Lucey
Title: President

- **Zone Four Patents**

- Dragline Strut Patent, 5,809,719, Issued 9/22/98
- Dragline Strut Patent, 5,992,126, Issued 11/30/99
- Dragline Strut Patent, 6,155,019, Issued 12/05/00
- Dragline Strut Patent, 6,546,678, Issued 4/15/03
- Continuity Tie and Tension Tie, 5,813,181, Issued 9/29/98
- Continuity Tie and Tension Tie, 5,921,042, Issued 7/13/99
- Continuity Tie and Tension Tie, 6,112,486, Issued 9/05/00
- Continuity Tie and Tension Tie, 6,425,220, Issued 7/30/02
- Shear Wall Construction, 6,389,767, Issued 5/21/02
- Shear Wall Construction, 6,564,519, Issued 5/20/03
- Shear Wall Construction, Pending, Application Number 10/357,167, Filed 1/31/03
- Shear Wall Reinforcement, Unfiled
- Shear Wall Construction, International application, Abandoned
- Cinch Nut, Unfiled
- Shear Wall Connector, Unfiled
- Lateral Load Resisting Structures, Pending, Application Number 60/509,683, Filed 10/07/03
- Connections for Trusses and Shear Panels, Unfiled

- **Zone Four Trademarks**

- Zone Four Mark, Application Number 75/918,292, Opposed by John Pryor
- Zone Four Mark, Registration Number 2,341,621, Registration Date 4/11/00
- Z4 Logo, Registration Number 2,638,029, Registration Date 10/22/02

- **Zone Four Shear Wall System** as defined in the above US patents and other pending patents. The system as comprised of the Zone Four Sandwich Post, Top Track, Bottom Track, Splice and other proprietary components, and includes all drawings, test data and other information related thereto.

- **Zone Four Continuity Tie and Tension Tie** as defined in the above US patents and other pending patents including all drawings, test data and other information related thereto. Currently identified improvements to this series of designs include, but are not limited to alternative end plate designs, the use of nails, screws or press applied fasteners rather than machine bolts, and others.

- **Zone Four Sandwich Post** as commonly known in the market place and as covered in the above US patents and other pending patents, which includes the Sandwich Post as a component in a shear wall or as an independent structural

element. Currently identified improvements to this series of designs include, but are not limited to the use of alternative Continuity Tie and Tension Tie connectors, and others.

- **Zone Four Cinch Nut** as defined as a nut that slips in one direction and binds in the other and as is further defined in all drawings, test data, draft patent applications and other information related thereto.
- **Manufacturing processes** for the Zone Four Shear Wall, Continuity Tie, Tension Tie, Sandwich Post, Cinch Nut and other Zone Four Intellectual Property.
- **Customer lists** including distributors and end-users (framers) and marketing data.
- **Truss Plated Truss-Frame Shear Component development work** including the marriage of the shear trussed wall concept with any hold-down connector technology.
- **Early Product Development and Testing of Truss Plated Truss-Frame Shear Component engineering design.**
- **Development of the "Smart Components Concepts"** as it applies to Truss Plated Truss-Frame Shear Components.
- **Final Product Development and Testing of Truss Plated Truss-Frame Shear Component engineering designs.**
- **Truss and engineering design software concepts, specifications and development assistance for the Truss Plated Truss-Frame Shear Component.**
- **Truss manufacturing processes** as it applies to the Truss Plated Truss-Frame Shear Component.
- **Truss Plated Truss-Frame Shear Component machinery development expertise.**
- **Development of machinery to manufacture the sandwich posts and all the variations of the Truss Plated Truss-Frame Shear Component.**
- **Truss Industry Engineering Expertise** as it applies to the Truss Plated Truss-Frame Shear Components including
 - Testing and design standards development
 - Integrated building system engineering and design that includes systems effects and system optimization.