

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
Hardy Frames, Inc.		10/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MITEK HOLDINGS, INC.		
Street Address:	300 Delaware Avenue, Suite 1704		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2638029	Z4	
CORRESPONDENCE DATA			
Fax Number:	(314)345-7600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-7000		
Email:	kbastunas@senniger.com		
Correspondent Name:	Paul Fleischut- SENNIGER POWERS LLP		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	MLP7462:PIF/KSB		
NAME OF SUBMITTER:	Paul I. J. Fleischut		
Signature:	/paul fleischut/		
Date:	12/01/2009		

OP \$40.00 2638029

Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

This Assignment, dated October 13, 2009, is entered into by HARDY FRAMES, INC., a Delaware corporation (the "Assignor"), for the benefit of MITEK HOLDINGS, INC., a Delaware corporation (the "Assignee").

WHEREAS, Assignor owns the entire, right, title, and interest in and to the U.S. Trademark Registration No. 2,638,029 for Z4 (and Design) for "*construction materials and connection devices for use in new construction and renovation, namely, metal tie downs, metal wall ties, metal compression and tension bolted connections, metal sheer wall connectors, metal exterior ties, metal exterior plates, metal tension only bolted connections or hold downs*" in Class 6" (hereinafter referred to as the "Trademark").

NOW THEREFORE, Assignor in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally grant sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor's right title and interest free and clear of all liens, security interests and other encumbrances, Assignor has in and to the Trademark along with all of the goodwill associated with the Trademark, and the right to sue and recover for infringements occurring prior to this assignment. Assignor represents and warrants that at the time of making this assignment it is the owner of all right, title, and interest in and to the Trademark, and all the goodwill therein; that the Trademark are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Trademarks to any person or entity other than Assignee.

TO HAVE AND TO HOLD the above-described Trademark, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Trademark hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, his successors and assigns, and shall be binding upon Assignor, its successors and assigns.

SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

FOR: HARDY FRAMES, INC.

DATE: OCT. 13, 2009

NAME: *J-C Carr, Jr.*
Joseph C. Carr, Jr.

TITLE: _____
Vice President, Secretary and
General Counsel

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this ___ day of October, 2009, before me, Tammy C. Villarreal, a Notary Public in and for said state, personally appeared Joseph C. Carr, Jr. officer of the above-named corporation, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and said State aforesaid, the day and year first above written.

Notary Public

Tammy C. Villarreal

