

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/01/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIFRAME SOFTWARE, LLC		08/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MITEK INDUSTRIES, INC.		
Street Address:	14515 North Outer Forty Drive, Suite 300		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2956993	OPTIFRAME SOFTWARE	
Registration Number:	3485493	REALSTRUCSURE	
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:	MLP7528:PIF/KSB		
NAME OF SUBMITTER:	Paul I. J. Fleischut		

OP \$65.00 2956993

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**TRADEMARK
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Signature:	/paul fleischut/
Date:	08/17/2010
Total Attachments: 4 source=01289276#page1.tif source=01289276#page2.tif source=01289276#page3.tif source=01289276#page4.tif	

TRADEMARK ASSIGNMENT NUNC PRO TUNC

THIS TRADEMARK ASSIGNMENT NUNC PRO TUNC (the "Assignment") is made effective as of August 1, 2008 (the "Effective Date") by OptiFrame Software LLC, a Delaware limited liability company, with an office located at 8400 E. Crescent Pkwy, Suite 400, Greenwood Village, Colorado 80111 (the "Assignor"), in favor of MiTek Industries, Inc., a Missouri corporation, with an office located at 14515 North Forty, Suite 300, Chesterfield, Missouri 63017 (the "Assignee").

WHEREAS, Weyerhaeuser NR Company (assignee of Weyerhaeuser Company) and Assignee have entered into that certain Settlement Agreement dated August 1, 2008 wherein the intellectual property assets of Assignor are to be transferred, assigned, and conveyed to Assignee as part of Assignor's dissolution (the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, Assignor is obligated to assign to Assignee all of its right, title, and interest Assignor has in and to the trademark registrations as set forth on Schedule 1 (hereinafter referred to as the "Trademarks");

WHEREAS, Assignor desires to convey the entire right, title, and interest Assignor has in and to the Trademarks to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest the Assignee has in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignor agrees to, and hereby does, sell, assign, and transfer unto Assignee, its affiliates, successors and assigns, the entire right, title, and interest in and to the Trademarks on the Effective Date, all of the goodwill associated with the Trademarks, and the right to sue and recover for infringements occurring prior to this Assignment.

2. Assignor represents and warrants that Assignor is the owner of all right, title, and interest in and to the Trademarks, and all the goodwill therein; that the Trademarks are currently in use; and that Assignor has not licensed, mortgaged, or otherwise transferred any rights in the Trademarks to any person or entity other than Assignee.

3. Assignor will provide to Assignee, as far as available, the following:

- a) all its files relating to the application and registration of the Trademarks, in particular the registration certificates thereof; and
- b) copies of the correspondence relating to the Trademarks.

4. Assignor will not use, continue to use, or seek to register trademarks identical or similar to the Trademarks after August 1, 2010.

5. Assignor will execute and provide to Assignee all documents necessary to record the transfer of the Trademarks to Assignee with United States Patent and Trademark Office. Assignee will be responsible for recording any documents with the United States Patent and Trademark Office that are necessary to make chain of title accurate.

6. All external costs arising out of the assignment of the Trademarks will be borne by

Assignee. This does not include the costs for the execution of any assignment documents by Assignor.

7. All costs relating to the Trademarks that were incurred prior to August 1, 2010 will be borne by Assignor. All other costs including the costs for the further prosecution of any dispute resolution, oppositions, cancellation proceedings, and similar actions incurred after August 1, 2010 will be borne by Assignee.

8. Assignor is not aware of any action, dispute resolution, opposition, objection or challenge proceeding pending or threatened against the Trademarks.

9. In case any part of this Agreement should be considered to be invalid the remaining provisions will remain in full force and effect. In such case both parties undertake to negotiate an alternative provision which replaces the invalid one as far as possible.

10. Amendments, modifications and/or additions to this Agreement have to be made in writing to be valid.

11. This Agreement is effective for both parties. The parties undertake to impose their rights and obligations arising out of this Agreement to any successors in law.

(Signature Page Follows)

By: [Signature]

Name: Su K. Suh

Title: Authorized Person

Date: Aug. 1, 2010

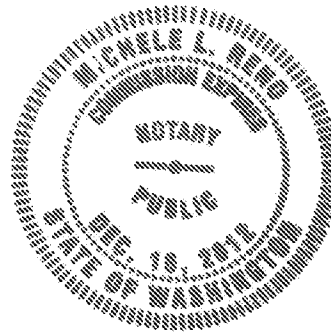
State of Washington)
) SS.
County of King)

On this 1st day of August 2010, before the undersigned Notary Public personally appeared Su K. Suh, who acknowledged him/herself to be the Authorized Person of OptiFrame Software LLC, and that s/he, being authorized to do so, executed the foregoing instrument above for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public

My Commission Expires on: 12/15/2012



SCHEDULE 1

TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	OWNER
OPTIFRAME SOFTWARE	2,956,993	2005-05-31	Computer software for use in the residential and commercial building industry to assist in the calculations needed to determine appropriate structural components of buildings in Class 9.	OptiFrame Software, LLC
REALSTRUCTURE	3,485,493	2008-08-12	Software used in the design and construction of commercial and residential buildings in Class 9.	OptiFrame Software, LLC