

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConXtech, Inc.		03/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	James D. Warren, as Trustee of The Matilda Trust, as Collateral Agent		
Street Address:	14241 E. Rio Verde Drive		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85262		
Entity Type:	TRUST: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78536461	CONXTECH	
Serial Number:	78536472	CONXCAD	
Serial Number:	78426496	CONX	
Registration Number:	3334302	THE CONNECTION THAT CHANGED ERECTION	
Registration Number:	3334136	FASTER. BETTER. SAFER	
Registration Number:	3567144	CONXTECH SPACE FRAME SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	CONXTECH 305123-100		

CH \$165.00 78536461

900187702

TRADEMARK
REEL: 004507 FRAME: 0753

NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	03/28/2011
Total Attachments: 8 source=Conxtech IPSA#page1.tif source=Conxtech IPSA#page2.tif source=Conxtech IPSA#page3.tif source=Conxtech IPSA#page4.tif source=Conxtech IPSA#page5.tif source=Conxtech IPSA#page6.tif source=Conxtech IPSA#page7.tif source=Conxtech IPSA#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 25, 2011 by and between CONXTECH, INC., a Delaware corporation (“GRANTOR”) and JAMES D. WARREN, AS TRUSTEE OF THE MATILDA TRUST, in the capacity as the Collateral Agent (the “COLLATERAL AGENT”) on behalf the Secured Parties (as defined below).

RECITALS

A. Pursuant to the terms of that certain Security Agreement, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), by and between Grantor, the Collateral Agent and the secured parties from time to time party thereto (the “*Secured Parties*”), Grantor has granted to Collateral Agent on behalf of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to or under all of the Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, Note Purchase Agreement and Security Agreement (collectively, the “*Loan Documents*”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to the Collateral Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CONXTECH, INC.

By: _____

Print Name: ROBERT SIMMONS

Title: CEO

SECURED PARTY:

James D. Warren, Trustee of The Matilda Trust, as Collateral Agent

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CONXTECH, INC.

By: _____

Print Name: _____

Title: _____

SECURED PARTY:

James D. Warren, Trustee of The Matilda Trust, as Collateral Agent

By: James D. Warren

Print Name: James D. Warren

Title: Trustee

TRADEMARK

REEL: 004507 FRAME: 0758

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

File No	Type	Serial No.	Title	Priority Claim	Status
BSIM.1000A (KH SMG301)	USRegPA	09/943,711	Moment-Resistant Building Frame Structure, Componentry and Method		U.S. P.N. 6,837,016
BSIM.1000B	USConPA	10/888,314	Moment-Resistant Building Frame Structure Componentry and Method	30-Aug-01	U.S. P.N. 7,021,020
BSIM.1002BDIV	U.S.DivPA	11/655,516	Building Frame Structure	18-Mar-02; 31-Mar-04	Responded to last Office Action on May 4, 2010
BSIM.1002BDIV2	U.S. DivPA	12/080,898	Building Frame Structure	18-Mar-02; 31-Mar-04	Response to current office Action authorized in last time extension 6 month deadline
BSIM.1004	USRegPA	10/699,759	Beam End Weld Preparation	5-Nov-02; Apr-03	16- U.S. P.N. 7,051,917
BSIM.1005	USRegPA	10/700,029	Conlumn/Beam Interconnect Nut-and-Bolt Socket Configuration	5-Nov-02	U.S. Patent No. 7,127,863
BSIM.1006 RCE	USRCEPA	10/700,258	Structural Chase Beam	5-Nov-02	U.S. Patent No. 7,530,205
BSIM.1007	USRegPA	10/699,716	Angle-Section Column-Beam Connector (W Connector)	5-Nov-02	U.S. Patent No. 7,146,770
BSIM.1008 RCE	USRCEPA	10/700,135	Bucket Column Base and installation	5-Nov-02; 3-Apr-03	U.S. Patent No. 7,131,240
BSIM.1009 RCE2	USRCEPA	10/750,708	Building Frame with Open/Openable-Top, Hollow, Tubular Column Structure	8-Jan-03; Apr-03	3 U.S. Patent No. 7,503,151
BSIM.1012 RCE METHOD	USRegPA	10/938,909	Rotational Method and Apparatus for Welding Beam-end Attaching Components to the Side of a Column	14-Sep-03	U.S. Patent No. 7,621,099
BSIM.1012 DIV	USDIVPA	12/080,863	Rotational Apparatus for Welding Beam-end Attaching Components to the Side of a Column	14-Sep-03	U.S. Patent No. 7,716,820
BSIM.1013RCE	USRCEPA	10/812,749	Building-Erection Strcutral Member Transport	3-Apr-04	U.S. Patent No. 7,527,466
BSIM.1018	USRegPA	10/931,156	Long Span Transitional Beam	14-Sep-03	U.S. Patent No. 7,040,069
BSIM.1019	USRegPA	11/203,610	Shear Wall Structure Using Tubular Columns as Lateral Bounday Elements	30-Aug-04	U.S. Patent No. 7,621,088
BSIM.1023RCE	USRegPA	10/935,765	Method & Structure For I-Beam End Geometry Stabilization	n/a	U.S.Patent No. 7,441,692
BSIM.1023A Method	- CON PA	11/194,864	Method and Structure Utilizing Spring-Biased Action for I-Beam End Geometry Stabilization	8-Sep-04	U.S. Patent No. 7,051,918

BSIM.1024RCE	USRCEPA	11/243,744	Multi-Function Building Panel Beam Tube With Homogeneous Anchor Sites	9-Oct-04	U.S. Patent No. 7,802,406
BSIM.1025RCE	USRCEPA	11/243,745	Building-Panel Lateral Relative-Motion Interface	9-Oct-04; 9-Oct-04	Appeal Brief Due
BSIM.1027RCE	USRegPA (CIP)	10/987,489	Quick-Set, Full-Moment-Lock, Column and Beam Building Frame System and Method	30-Aug-01	File Response to Office Action in 3rd time Extension Deadline
BSIM.1028RCE	USRCEPA	11/213,113	Column-Capping Architectural Parapet Module	30-Aug-04	Notice that appeal was successful. Patent will issue.
BSIM.1029RCE	USRCEPA	11/398,366	Column Plumb Stabilizer	7-Apr-05	RCE Filed after last Office Action in underlying Case
BSIM.1032	USRegPA	12/157,062	Building Frame Construction Safety-Barrier System and Method	n/a	
BSIM.1033	USRegPA	12/584,703	Building-Insert Module and Associated Methodology	10-Sep-08	filed
BSIM.1034	USRegPA	12/156,366	Multi-Angle, Articulated-Jig-Supported, Beam-End Component Welding	30-May-07	U.S. Patent No. 7,837,084
BSIM.1035	USRegPA	12/156,141	Frame Damper Bracing	30-May-07	filed
BSIM.1037	USRegPA	12/156,252	Halo/Spider, Full-Moment, Column/Beam Connection in a Building Frame	30-May-07	filed
BSIM.1038	USRegPA		Column De-Cambering		not yet filed
		10/102,404	Building Frame Structure		U.S. Patent No. 6,802,169
		12/798,183	ROTATIONAL APPARATUS FOR WELDING BEAM-MOUNT STRUCTURE TO THE SIDE(S) OF A COLUMN		30-March-10 filed
		12/868,723	PRECISION ROTATIONAL WELDING AROUND OUTSIDE OF ELONGATE, TUBULAR COMPONENT, SUCH AS A COLUMN		26-Aug-10 filed
		12/905,719	MULTI-ANGLE, ARTICULATED-JIG-SUPPORTED, BEAM-END COMPONENT, MANUAL AND COMPUTER-CONTROLLED WELDING		15-Oct-10 filed

**EXHIBIT C
TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
CONXTECH	78536461	7/10/2007
CONXCAD	78536472	10/3/2006
CONX	78426496	8/2/2005
THE CONNECTION THAT CHANGED ERECTION	3334302	11/13/2007
FASTER. BETTER. SAFER	3334136	11/13/2007
CONXTECH Logo Mark (Space Frame Systems)	3567144	1/27/2009