

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNITED STEEL PRODUCTS COMPANY, INC.		03/24/2011	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	MITEK HOLDINGS, INC.
<b>Street Address:</b>	300 Delaware Avenue, Suite 1704
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3503161	GOLD COAT
Registration Number:	3246005	
Registration Number:	3246006	
Registration Number:	3250334	
Registration Number:	2990979	SEAT CLEAT
Registration Number:	2816784	USP CONNECTION
Registration Number:	2929329	USP STRUCTURAL CONNECTORS
Registration Number:	3358423	USP STRUCTURAL CONNECTORS
Registration Number:	3447022	WHAT THE PROFESSIONALS USE

**CORRESPONDENCE DATA**

Fax Number: (314)345-7600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-345-7000  
 Email: kbastunas@senniger.com

**900200699**

**TRADEMARK  
 REEL: 004611 FRAME: 0791**

**OP \$240.00 3503161**

Correspondent Name: Senniger Powers LLP- Paul Fleischut  
Address Line 1: 100 North Broadway, 17th Floor  
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: MLP 7548

NAME OF SUBMITTER: Paul I. J. Fleischut

Signature: /paul fleischut/

Date: 08/25/2011

Total Attachments: 5  
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## **ASSIGNMENT OF U.S. and CANADIAN REGISTERED TRADEMARKS**

This Assignment of U.S. and Canadian Registered Trademarks (“**Assignment**”), dated March 24, 2011, is entered into by UNITED STEEL PRODUCTS COMPANY, INC., a Minnesota corporation (the “**Assignor**”), for the benefit of MITEK HOLDINGS, INC., a Delaware corporation (the “**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties**.” Any capitalized terms used in this Assignment without definition have the respective meanings given to them in the Stock Purchase Agreement.

**WHEREAS**, Assignor and Assignee are parties to that certain Stock Purchase Agreement, dated as of March 10, 2011 (the “**Purchase Agreement**”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignor is obligated to assign to Assignee all of its right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto (hereinafter referred to as the “**Trademarks**”); and

**WHEREAS**, Assignor owns the entire, right, title, and interest in and to the Trademarks.

**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, in and to the Trademarks along with all of the goodwill associated with the Trademarks, 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 Trademarks, and all the goodwill therein; that the Trademarks 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 Trademarks, 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 Trademarks hereby sold, transferred, assigned and conveyed as Assignee may reasonably require.

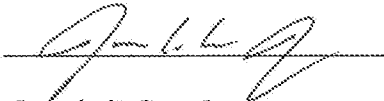
This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its successors and assigns.

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: UNITED STEEL PRODUCTS COMPANY, INC.

DATE: March 24, 2011

BY:   
NAME: Joseph C. Carr, Jr.


TITLE: VP, Secy. & Gen. Counsel

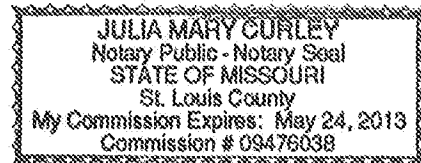
STATE OF MISSOURI )

COUNTY OF ST. LOUIS )

On this March ~~24~~ 2011, before me, Julia Mary Curley, a Notary Public in and for said state, personally appeared Joseph C. Carr, Jr., officer of the above-named business entity, 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 business entity, 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: 



**SCHEDULE 1**

**U.S. TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>Goods/Services</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
COVERT OPERATIONS	United States	Metal Anchors for Fastening Building Materials to Concrete and Masonry in Class 6.	2,967,159	July 12, 2005
COVERT OPERATIONS	United States	Grout in Class 19.	2,967,160	July 12, 2005
COVERT OPERATIONS	United States	Epoxy adhesives and synthetic resins for repairing and bonding building materials to concrete masonry, wood and steel in Class 1.	2,985,418	August 16, 2005
GOLD COAT	United States	Coated metal connectors and fasteners, namely, anchors, plates, brackets, nails, screws and bolts for structural framing, building, and construction in Class 6.	3,503,161	September 16, 2008
KANT-SAG	United States	Brackets for supporting joists, tables, shelves, and coat hanger rods; and brackets for supporting and sealing thresholds in Class 6.	776,470	September 08, 1964
	United States	Epoxy Adhesives and Synthetic Resins for Repairing and Bonding Building Materials to Concrete, Masonry, Wood and Steel in Class 1.	3,246,005	May 29, 2007
	United States	Computer Software for the Design of Buildings and Other Structures Utilizing Metal Fasteners, Connectors, Plates, Brackets, Nails and Screws in Their Construction; Computer Software in the Field of Building Construction for Automated Structural Connector Selection in Class 9.	3,246,006	May 29, 2007
	United States	Metal Fasteners, Connectors, Anchors, Plates, Brackets, Nails, and Screws for Structural Framing and Fastening Building Materials to Concrete, Masonry, Wood and Steel; Metal Bases for Fence Posts, Post Caps, and Fence Brackets in Class 6.	3,250,334	June 12, 2007
SEAT CLEAT	United States	Metal Connectors For Structural Framing in Class 6.	2,990,979	September 06, 2005
TECO	United States	Metal fasteners and connectors, including split ring connectors, shear plates, joist and beam hangers, framing anchors, metal bridging for joists, toothed rings, spike grids, clamping plates, plywood supporting clips, truss plates, L-shaped clips for wood framing and door shims, all intended for use in making or reinforcing joints or connections in wood	996,701	October 29, 1974

MARK	COUNTRY	Goods/Services	REGISTRATION NUMBER	REGISTRATION DATE
		construction; shelving and shelving supports for mounting on walls; anchors for connecting wood member to concrete or masonry foundation; clips for supporting drywall sheets; base for wood post; post caps; and fence brackets in Class 6.		
USP CONNECTION	United States	Computer Software in the Field of Building Construction For Automated Structural Connector Selection in Class 9.	2,816,784	February 24, 2004
USP STRUCTURAL CONNECTORS	United States	Metal connectors, plates and brackets for structural framing; metal sawhorse brackets; metal framing and junction plates used in the construction of geodesic and other buildings in Class 6.  Computer Software For The Design Of Buildings Utilizing Metal Plates, Brackets And Connectors In Their Construction in Class 9.	2,929,329	March 01, 2005
USP STRUCTURAL CONNECTORS	United States	Epoxy Adhesives and Synthetic Resins for Repairing and Bonding Building Materials to Concrete, Masonry, Wood and Steel, Not Including Waterproofing Chemical Compositions, Paint, Wood Preservatives, or Rust Preservatives in Class 1.	3,358,423	December 25, 2007
WHAT THE PROFESSIONALS USE	United States	Epoxy adhesives and synthetic resins for repairing and bonding building materials to concrete, masonry, wood, and steel in Class 1.	3,447,022	June 10, 2008

#### CANADIAN TRADEMARKS

MARK	COUNTRY	Goods/Services	REGISTRATION NUMBER	REGISTRATION DATE
WHAT THE PROFESSIONALS USE	Canada	Epoxy adhesives and synthetic resins for repairing and bonding building materials to concrete, masonry, wood, and steel.	TMA771793	July 13, 2010

MARK	COUNTRY	Goods/Services	REGISTRATION NUMBER	REGISTRATION DATE
USP STRUCTURAL CONNECTORS	Canada	<p>Metal connectors, plates and brackets for structural framing.</p> <p>Metal sawhorse brackets.</p> <p>Metal framing and junction plates used in the construction of geodesic and other buildings.</p> <p>Computer software for the design of buildings utilizing metal plates, brackets and connectors in their construction.</p>	TMA668295	July 20, 2006
GOLD COAT	Canada	Coated metal connectors, anchors, plates, brackets, fasteners, nails and screws for structural framing, building and construction.	TMA769492	June 11, 2010