

## 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
R2 Hinge LLC		01/18/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Von Duprin LLC		
Street Address:	2720 Tobey Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46219		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3169129	R2 HINGE	
Registration Number:	3098564	R2	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(847) 808-5500		
Email:	mail@iphorgan.net		
Correspondent Name:	Daniel Lano		
Address Line 1:	1130 Lake Cook Road		
Address Line 2:	Suite 240		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
ATTORNEY DOCKET NUMBER:	IRC 4020 US		
NAME OF SUBMITTER:	Daniel Lano		

Signature:	/Daniel Lano/
Date:	01/25/2013
Total Attachments: 5 source=Assgnment and Assumption of Trademarks#page1.tif source=Assgnment and Assumption of Trademarks#page2.tif source=Assgnment and Assumption of Trademarks#page3.tif source=Assgnment and Assumption of Trademarks#page4.tif source=Assgnment and Assumption of Trademarks#page5.tif	

**ASSIGNMENT AND ASSUMPTION OF TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS is made this 18<sup>th</sup> day of January, 2013, by and between R2 HINGE LLC, a Texas limited liability company (“Assignor”) and Von Duprin LLC, an Indiana limited liability company (“Assignee”).

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the trademarks listed on Schedule A hereto (collectively, the “Assigned Trademarks”); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

NOW, THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Assignment and Assumption of Trademarks, capitalized terms shall have the meaning set forth in the body of this Assignment and Assumption of Trademarks or in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to the Assigned Trademarks and all goodwill pertaining to the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations, issuances, renewals and extensions thereof; (b) bring actions or otherwise recover for past, present and future infringements thereof; (c) grant licenses or other interests therein; (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (e) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.

3. No Third Party Beneficiaries. Nothing in this Assignment and Assumption of Trademarks, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption of Trademarks.

4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s reasonable

request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required to implement, record or perfect this Assignment and Assignee's interest in and to the Assigned Trademarks.

5. Binding Effect; Assignment. This Assignment and Assumption of Trademarks shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.

6. Governing Law. This Assignment and Assumption of Trademarks, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

7. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission and upon such delivery the facsimile or electronic counterparts will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademarks to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

R2 HINSE LLC

By: [Signature]  
Name: AUSTIN R. BASK  
Title: PRESIDENT

STATE OF Florida )  
 ) :ss.  
COUNTY OF Sarasota )


On the 18 day of January, in the year 2013, before me, the undersigned, personally appeared Austin Bask, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Trademarks was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 4/18/2016

 Heidi Young  
Notary Public  
State of Florida  
My Commission Expires 04/18/2016  
Commission No. EE 190578

**ASSIGNEE:**

VON DUPRIN LLC

By: Barbara A. Santoro  
Name: Barbara A. Santoro  
Title: Secretary

STATE OF North Carolina )  
 ) :ss.  
COUNTY OF Mecklenburg )

On the 18<sup>th</sup> day of January, in the year 2013, before me, the undersigned, personally appeared Barbara A. Santoro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Trademarks was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathleen Marie Mazewski  
Notary Public  
KATHLEEN MARIE MAZEWSKI

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, Inland County NC  
My Commission Expires June 2, 2013

SCHEDULE A

ASSIGNED TRADEMARKS

US Federal Registrations

R2 HINGE, Registration Number 3169129, Registration Date November 7, 2006, Section 8 and 15 Affidavits filed May 14, 2012 and accepted May 22, 2012 for "Metal door hardware, namely, metal door hinges" in Class 6. The registration claims use of the mark since as early as July, 2002.



, Registration Number 3098564, Registration Date May 30, 2006, Section 8 and 15 Affidavits filed May 14, 2012 and accepted May 22, 2012 for "Metal door hardware, namely, metal door hinges" in Class 6. The registration claims use of the mark since as early as July, 2002.

Common Law Trademarks

FOCUS Bearing System  
VARYX (text and stylized)  
VARYX 100  
R2 VARYX  
R2 VARYX 100  
DOORYX  
QUIKDOOR  
LEGACY  
MAGNA  
MAGNA SUITE  
R2 STEEL  
R2 STAINLESS  
BENCHMARK  
ENCORE  
VARI-HEIGHT  
RAIL SYSTEM