

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFEBUILT, INC.		10/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAFEBUILT, LLC		
Street Address:	3755 Precision Drive, Suite 140		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3952268	SAFEBUILT	
CORRESPONDENCE DATA			
Fax Number:	6023647070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-364-7000		
Email:	julie.eslick@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	Two N Central Avenue, Suite 2200		
Address Line 2:	Julie A. Eslick		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	0365982		
NAME OF SUBMITTER:	JULIE A. ESLICK		
SIGNATURE:	/Julie A. Eslick/		
DATE SIGNED:	10/02/2014		
Total Attachments: 31			
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Delaware

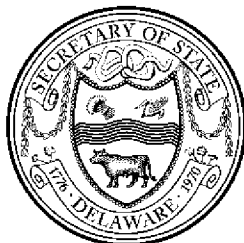
PAGE 1

The First State

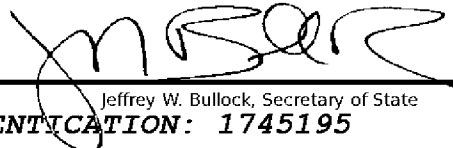
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "SAFEBUILT, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "SAFEBUILT, INC." TO "SAFEBUILT, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2014, AT 1:55 O'CLOCK P.M.

4185813 8100V

141227122



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1745195

DATE: 10-01-14

TRADEMARK
REEL: 005373 FRAME: 0215

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT**

1. The jurisdiction where the Corporation was first formed is Delaware.
2. The jurisdiction immediately prior to filing this Certificate is Delaware.
3. The date the Corporation was first formed is June 30, 2006.
4. The name of the Corporation immediately prior to filing this Certificate is SAFEbuilt, Inc.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is SAFEbuilt, LLC.
6. The effective date and time of the conversion herein certified shall be 11:59 a.m. EDT on September 26, 2014.

The undersigned has executed this Certificate on September 26, 2014.

By /s/ Michael C. McCurdie
Michael C. McCurdie, Chief Executive
Officer, President, Secretary and
Assistant Treasurer

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "SAFEBUILT, LLC" FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2014, AT 1:55 O'CLOCK P.M.

4185813 8100V

141227122

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1745195

DATE: 10-01-14

TRADEMARK
REEL: 005373 FRAME: 0217

**CERTIFICATE OF FORMATION
OF
SAFE BUILT, LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is SAFEbuilt, LLC.

SECOND: The address of the registered office and the name of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company in the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

THIRD: The effective date and time of the formation herein certified shall be 11:59 a.m. EDT on September 26, 2014.

The undersigned has executed this Certificate of Formation as of September 26, 2014.

By /s/ Michael C. McCurdie
Michael C. McCurdie, Chief Executive
Officer, President, Secretary and
Assistant Treasurer

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
SAFE BUILT, INC.**

SEPTEMBER 26, 2014

The undersigned, being all the directors of SAFEbuilt, Inc. (the “Company”), a Delaware corporation, acting pursuant to the authority of Section 141(f) of the Delaware General Corporation Law, as amended, hereby unanimously consent to and adopt the following resolutions by written consent without a meeting, and hereby waive all notice of a meeting and the holding of any meeting to act upon such resolutions, and direct the Secretary of the Company to file a copy hereof with the minutes of proceedings of the board of directors of the Company, effective as of September 26, 2014:

WHEREAS, the Board of Directors of the Company (the “Board”) desires to convert the Company from a corporation organized under the laws of the State of Delaware to a limited liability company organized under the laws of the State of Delaware, effective at 11:59 a.m. EDT on September 26, 2014 (the “Conversion”), and the name of the Company be changed to “SAFEbuilt, LLC”; and

WHEREAS, the Board has determined that it is advisable and in the best interests of the Company and the sole stockholder of the Company to complete the Conversion, and that the Conversion be recommended to the sole stockholder of the Company and approved, ratified and adopted in all respects.

NOW, THEREFORE, BE IT RESOLVED, that the Conversion is hereby recommended, approved, ratified and adopted in all respects, and the name of the Company shall be changed to “SAFEbuilt, LLC”;

FURTHER RESOLVED, that the (i) Plan of Conversion, (ii) Certificate of Conversion, and (iii) Certificate of Formation attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively, be and hereby are approved and adopted;

WHEREAS, the Board of Directors of the Company also approved and declared advisable the LLC Agreement, in substantially the form attached hereto as Exhibit D (the “LLC Agreement”), and that the LLC Agreement be approved, ratified and adopted in all respects in conjunction with the Conversion;

FURTHER RESOLVED, that the officers of the Company be, and each hereby is, authorized and directed to present the aforementioned Plan of Conversion to the sole stockholder of the Company for its approval;

FURTHER RESOLVED, that upon approval of the Plan of Conversion by the sole stockholder of the Company, the officers of the Company be, and each hereby is, authorized and directed to execute, deliver and file any and all documents and to take any and all action deemed necessary or desirable to effectuate the aforementioned Plan of Conversion, including, but not limited to, the filing of the Certificate of Conversion and Certificate of Formation with the Secretary of State of Delaware;

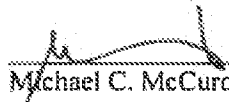
FURTHER RESOLVED, that the officers of the Company be and each is hereby authorized to execute and file the necessary documents with the Treasury Department, and any other returns, documents and information in connection with the Conversion;

FURTHER RESOLVED, that any and all actions heretofore undertaken by the directors and officers of the Company in connection with the foregoing resolutions be, and they hereby are, authorized, ratified and affirmed in all respects; and that the directors and officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver, in the name and on behalf of the Company, under its corporate seal or otherwise, any and all agreements and documents, and to take or cause to be done any and all such further actions and things, as they or any of them in their discretion or upon advice of counsel, shall deem necessary or appropriate in order to effectuate the intent and purpose of the resolutions or the transactions hereby contemplated; and

FURTHER RESOLVED, that the Board shall be deemed and presumed by these resolutions to have adopted any resolutions not inconsistent with these resolutions necessary to effect the foregoing.

[Signature Page Follows]

The undersigned, being all of the members of the board of directors of SAFEbuilt, Inc., have duly executed this unanimous written consent effective as of the date first above written.


Michael C. McCurdie


Marty Patricia McCurdie

[SAFEbuilt, Inc. – Conversion Board Consent]

TRADEMARK
REEL: 005373 FRAME: 0221

EXHIBIT A
PLAN OF CONVERSION

EXHIBIT B

CERTIFICATE OF CONVERSION

EXHIBIT C

CERTIFICATE OF FORMATION

EXHIBIT D
LLC AGREEMENT

**WRITTEN CONSENT OF
THE SOLE STOCKHOLDER OF
SAFEUILT, INC.**

SEPTEMBER 26, 2014, 11:59 A.M. EDT

The undersigned, being the sole holder (the "**Sole Stockholder**") of all of the issued and outstanding common stock of SAFEuilt, Inc., a Delaware Corporation (the "**Company**"), acting pursuant to the authority of pursuant to Section 228(a) of the General Corporation Law of the State of Delaware (the "**Act**"), as amended.

WHEREAS, by unanimous written consent dated September 26, 2014 (the "**Consent**"), the Board of Directors of the Company approved and declared advisable the (i) Plan of Conversion, (ii) the Certificate of Conversion, and (iii) Certificate of Formation in substantially the form attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively, pursuant to which the Company would convert into a Delaware limited liability company (the "**Conversion**") and the name of the Company would be changed to SAFEuilt, LLC;

WHEREAS, the Board of Directors of the Company also approved and declared advisable the LLC Agreement, in substantially the form attached hereto as Exhibit D (the "**LLC Agreement**"), and that the LLC Agreement be approved, ratified and adopted in all respects in conjunction with the Conversion;

WHEREAS, the Board of Directors recommended to the Sole Stockholder that it approve and adopt said Plan of Conversion, Certificate of Conversion, Certificate of Formation, and LLC Agreement, and has submitted said documents to the Sole Stockholder for its approval and adoption; and

NOW, THEREFORE, BE IT RESOLVED, that the Sole Stockholder hereby approves and adopts the Plan of Conversion and the Certificate of Conversion and Certificate of Formation; and

FURTHER RESOLVED, that the LLC Agreement is hereby approved, confirmed and ratified in all respects and the transactions contemplated thereby are authorized, ratified, confirmed and approved in all respects.

[Signature Page Follows]

This written consent is executed effective as of the date first set forth above.

**OMAHA INVESTMENT HOLDINGS, INC., as
Sole Stockholder**

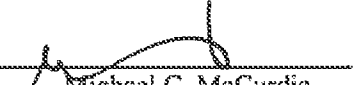
By: 
Name: Michael C. McCurdie
Title: Chief Executive Officer, President,
Secretary and Assistant Treasurer

EXHIBIT A

PLAN OF CONVERSION

EXHIBIT B

CERTIFICATE OF CONVERSION

EXHIBIT C

CERTIFICATE OF FORMATION

EXHIBIT D
LLC AGREEMENT

SAFEBUILT, INC.
PLAN OF CONVERSION OF A CORPORATION
INTO A DELAWARE LIMITED LIABILITY COMPANY

This Plan of Conversion (this "Plan of Conversion") is entered into this 26th day of September, 2014, by SAFEbuilt, Inc., a Delaware corporation, which under the laws of the State of Delaware is converting to a Delaware limited liability company.

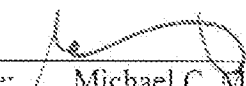
1. Converting Business Entity and Resulting Business Entity Identified. SAFEbuilt, Inc., a corporation organized under the laws of the State of Delaware (the "Converting Business Entity"), will convert into SAFEbuilt, LLC, a limited liability company organized under the laws of the State of Delaware (the "Resulting Business Entity").
2. Conversion of Converting Business Entity into Resulting Business Entity. The conversion of the Converting Business Entity into the Resulting Business Entity (the "Conversion") will be in accordance with the terms and conditions of this Plan of Conversion and shall have the effects provided for in the Delaware General Corporation Law and the Delaware Limited Liability Company Act. Effective as of 11:59 a.m. ET September 26, 2014 (the "Effective Time"), (a) the form of organization of the Converting Business Entity will convert into the form of the Resulting Business Entity, (b) the Converting Business Entity shall cease to exist as a Delaware corporation and shall continue to exist as a Delaware limited liability company, and (c) the Converting Business Entity will continue in existence in the form of the Resulting Business Entity in accordance with the laws of the State of Delaware. The Converting Business Entity and the Resulting Business Entity intend that the Resulting Business Entity shall be an entity disregarded as separate from its owner for federal income tax purposes.
3. Managing Member. As provided in the LLC Agreement (as defined below), the Resulting Business Entity shall be member-managed, and the managing member shall be referred to as the Managing Member (the "Managing Member"). The Managing Member of the Resulting Business Entity immediately after the Conversion shall be Omaha Investment Holdings, Inc., a Delaware corporation.
4. Effect on Capital Stock. Upon the Effective Time, all the issued and outstanding common stock of the Converting Business Entity immediately prior to the Effective Time shall be automatically converted into a one hundred percent (100%) membership interest in the Resulting Business Entity vested in Omaha Investment Holdings, Inc., as sole member of the Resulting Business Entity. All of the outstanding stock certificates, which immediately prior to the Effective Time represented shares of the Converting Business Entity, shall be cancelled and extinguished.
5. Limited Liability Company Agreement. The LLC Agreement, to be adopted upon the Effective Time and attached hereto as Exhibit C, shall be the limited liability company agreement of the Resulting Business Entity.

6. Directors of Resulting Business Entity. The Directors of the Converting Business Entity shall be automatically removed at the time of the Conversion without further action on the part of any person.
7. Officers of Resulting Business Entity. Each officer of the Converting Business Entity in office immediately prior to the Effective Time shall be an officer in the same capacity of the Resulting Business Entity.
8. Approval. This Plan of Conversion herein made and approved shall be submitted to the sole stockholder of the Converting Business Entity for its approval or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law and the Delaware Limited Liability Company Act.
9. Filing Certificate of Formation and Certificate of Conversion. After this Plan of Conversion has been approved by the sole stockholder of the Converting Business Entity, the Certificate of Conversion and Certificate of Formation will be in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, and shall be filed with the Secretary of State as an attachment to the Certificate of Conversion. At the Effective Time, the limited liability company agreement of the Resulting Business Entity will be in substantially the form attached hereto as Exhibit C (the "LLC Agreement").

[The remainder of the page is intentionally left blank.]

The Converting Business Entity has caused this Plan of Conversion to be duly executed effective as of the date and year first written above.

SAFE BUILT, INC.

By: 
Name: Michael C. McCurdie
Title: Chief Executive Officer, President,
Secretary and Assistant Treasurer

[Signature page to SAFEbuilt, Inc. Plan of Conversion]

EXHIBIT A

CERTIFICATE OF CONVERSION

See attached.

EXHIBIT B

CERTIFICATE OF FORMATION

See attached.

EXHIBIT C

LLC AGREEMENT

See attached.

SAFEBUILT, LLC
a Delaware Limited Liability Company

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of SAFEbuilt, LLC, a Delaware limited liability company (the "Company"), is made and entered into as of 11 a.m. EDT, September 26, 2014, by Omaha Investment Holdings, Inc., a Delaware corporation and the sole member of the Company (the "Member").

WHEREAS, a certificate of conversion (the "Certificate of Conversion") and a certificate of formation (the "Certificate of Formation") have heretofore been filed with the Secretary of State of the State of Delaware to form the Company under and pursuant to the Delaware Limited Liability Company Act, as amended (the "Act");

WHEREAS, the Member owns 100% of the membership interests of the Company; and

WHEREAS, in accordance with the Act, the Member desires to enter into this Agreement to set forth the rights, powers and interests of the Member with respect to the Company and its membership interests therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the Member agrees as follows:

ARTICLE I
ORGANIZATION

1.1 Formation. The Company has been formed as a Delaware limited liability company under and pursuant to the Act by the filing of the Certificate of Conversion and the Certificate of Formation with the Office of the Secretary of State of Delaware.

1.2 Name. The name of the Company is SAFEbuilt, LLC. To the extent permitted by the Act, the Company may conduct its business under one or more assumed names deemed advisable by the Member or an officer of the Company.

1.3 Purposes. The purpose of the Company is to engage in any lawful business or activity for which a limited liability company may be formed under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers and privileges granted by the Act.

1.4 Duration. The Company shall continue in existence until the Company shall be dissolved and its affairs wound up in accordance with this Agreement and, to the extent not superseded by this Agreement, the Act.

1.5 Registered Office and Registered Agent; Principal Office.

(a) The registered office of the Company, required by the Act to be maintained in the State of Delaware, shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Member or an officer of the Company may designate from time to time in the manner provided by the Act.

(b) The registered agent of the Company in the State of Delaware shall be 1209 Orange Street, City of Wilmington, County of Newcastle. The name of its registered agent at such address is The Corporation Trust Company, or such other person or entity as the Member or an officer of the Company may designate in the manner provided by the Act.

(c) The principal office of the Company shall be at such place as the Member or an officer of the Company may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there for inspection as required by the Act. The Company may have such other offices as the Member or an officer of the Company may designate from time to time.

1.6 Qualification; Filings. The Member and any officer of the Company may execute, deliver and file any certificates or documents (and any amendments or restatements thereof) necessary or appropriate for the continuation, qualification and operation of a limited liability company in Delaware and in any other jurisdiction in which the Company may elect to do business.

ARTICLE II MEMBERSHIP INTERESTS

2.1 Sole Member. As of the date hereof, the Member is the sole member of the Company and owns 100% of the membership interests of the Company, and no other person has any right to take part in the ownership of the Company.

2.2 Assignments. The Member may assign in whole or in part its membership interests in the Company. If the Member transfers all of its membership interests pursuant to this Section 2.2, the transferee shall be admitted to the Company as the Member for all purposes of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor shall cease to be a member of the Company.

2.3 Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

2.4 Interests Not Certificated. The membership interests of the Company shall not be certificated.

2.5 Transfers and Pledges. This Agreement shall not impose any restriction on the right of the Member to sell, transfer, assign, dispose of or pledge as collateral any membership interest of the Company.

2.6 Liability to Third Parties. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated or liable in any capacity (including as a member or as a manager of the Company) for any such debt, obligation or liability, including under any judgment, decree or order of any court.

ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 No Required Capital Contributions. The Member shall not be obligated to make any capital contributions to the Company.

3.2 Withdrawal of Capital. Except as otherwise provided herein or in the Act, the Member shall have no right to withdraw, or receive any return of, all or any portion of the Member's capital contributions.

3.3 Interest. No interest shall be paid by the Company on capital contributions.

3.4 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its membership interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE IV MANAGEMENT OF THE COMPANY

4.1 Management of Business. Except as otherwise expressly provided in this Agreement, in accordance with Section 18-402 of the Act, and subject to Section 4.2, management of the Company shall be vested in the Member and the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member. The Member has the authority to bind the Company.

4.2 Officers.

(a) General. The Member may, from time to time, appoint officers of the Company to assist with the management of the business affairs of the Company. The officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. Unless the Member decides otherwise, if the title of an officer is one commonly used for officers of a corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. The Member may appoint a Chief Executive Officer, President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers and such other officers as the Member may determine. Any number of offices may be held by the same person.

(b) Term; Removal. Each officer of the Company shall hold office until such officer's successor is chosen and qualified or such officer's earlier death, resignation or removal. Any officer appointed by the Member may be removed at any time by the Member, with or without cause.

(c) Authority. Each officer of the Company shall have the authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company and to incur any expenditures on behalf of the Company in accordance with the power and authority delegated to such officer pursuant to this Agreement or otherwise by the Member or in accordance with applicable procedures and practices of the Company.

ARTICLE V MEETINGS OF MEMBERS

5.1 Meetings. Meetings of members shall not be required as long as the Member remains the sole member of the Company.

5.2 Action by Written Consent. Any action that may be taken at a meeting of the members may be taken without a meeting if consented to, in writing or by electronic transmission, in accordance

with Section 18-302 of the Act. Such consent shall have the same force and effect as a vote of the Member at a meeting duly called and held. No prior notice from the Member to the Company shall be required in connection with the use of a consent pursuant to this Section 5.2.

ARTICLE VI OWNERSHIP OF COMPANY PROPERTY

6.1 All interests, properties, whether real or personal, rights of any type owned or held by the Company, whether owned or held by the Company at the date of its formation or thereafter acquired (collectively, "Company Property"), shall be deemed to be owned by the Company as an entity, and no member shall have any ownership interest in such Company Property or any portion thereof. Title to any or all Company Property may be held in the name of the Company or one or more nominees, as the Member or an officer of the Company may determine. All Company Property shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company Property is held.

ARTICLE VII BOOKS AND RECORDS

7.1 Books and Records of Account. The Company shall maintain adequate books and records of account. All of the books of account of the Company shall at all times be maintained at the principal office of the Company or at such other place or places as may be designated by the Member or an officer of the Company.

7.2 Bank Accounts. The Company may maintain one or more bank, securities, brokerage or other accounts for such funds or other assets of the Company as it shall choose to deposit therein, and withdrawals therefrom shall be made upon such signature or signatures as the Member or an officer of the Company shall determine.

7.3 Company Tax Returns. The Company shall file all tax returns, if any, required to be filed by the Company. Unless otherwise determined by the Member, the Company shall be treated as an entity disregarded as separate from its owner for federal income tax purposes.

7.4 Audits. The Company is not required to perform an audit each fiscal year but will do so if requested by the Member.

7.5 Fiscal Year. The fiscal year of the Company shall end on the 31st day of December of each year or on such other day as may be fixed from time to time as determined by the Member.

ARTICLE VIII LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 Limitation of Personal Liability. Neither the Member, nor any officer or employee of the Company, shall be liable to the Company or to the Member for any action (or omission to act) taken with respect to the Company so long as the Member, officer, or employee (a) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Company, (b) was neither grossly negligent nor engaged in willful malfeasance, (c) did not breach this Agreement in any material respect and (d) did not violate any material law. The Member and any officer of the Company shall be fully protected in relying in good faith upon the records of the Company and upon such information, reports or statements presented to the Company by any of its other officers, employees or committees of the Company, or by any other person as to matters the Member reasonably believes are within such other

person's professional or expert competence and who has been selected with reasonable care by the Company, including information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence or amount of assets from which distributions to the Member might properly be paid.

8.2 Indemnification and Advancement of Expenses. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was the Member, an affiliate of the Member or an officer of the Company, or is or was serving at the request of the Company as a manager, member of the board of managers, director, or officer of another limited liability company, corporation, partnership, joint venture, trust or other entity or enterprise (each, an "Indemnitee"), against any loss, damage, liability or expense (including attorneys' fees, costs of investigation and amounts paid in settlement) incurred by or imposed upon the Indemnitee in connection with any such action, suit or proceeding, unless the Indemnitee (a) did not act in good faith and in a manner that such Indemnitee reasonably believed to be in the best interest of the Company, (b) was either grossly negligent or engaged in willful malfeasance, (c) breached this Agreement in any material respect or (d) violated any material law. Notwithstanding the foregoing, no indemnification shall be payable hereunder to any Indemnitee in respect of any action in which such Indemnitee is a plaintiff, other than an action for indemnification under this Article VIII. Notwithstanding the foregoing, this Article VIII does not apply to any action, suit or proceeding by the Company or its affiliates against any officer, including to enforce any of rights under any employment agreement. An Indemnitee's right to indemnification conferred by this Article VIII shall include the right to be paid by the Company the expenses incurred by an Indemnitee in defending any action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened action, suit or proceeding, in each case for which indemnification may be sought pursuant to this Article VIII, in advance of the final disposition thereof, upon receipt of a written undertaking by such Indemnitee to repay such payment if it shall be determined that such Indemnitee is not entitled to indemnification therefor as provided herein.

8.3 Non-Exclusivity of Rights. The rights to indemnification and advancement of expenses conferred in this Article VIII shall neither be exclusive of, nor be deemed in limitation of, any rights to which any person may otherwise be or become entitled or permitted under this Agreement or under any law, statute, rule, regulation, charter document, bylaw, contract or agreement.

8.4 Insurance. To the fullest extent authorized or permitted by the law, the Company may purchase and maintain insurance on behalf of any current or former officer of the Company against any liability asserted against such person, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article VIII or otherwise.

8.5 Effect of Modifications. Any amendment, repeal or modification of any provision contained in this Article VIII shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Company to further limit or eliminate the liability of officers) and shall not adversely affect any right or protection of any current or former officer of the Company existing at the time of such amendment, repeal or modification with respect to acts or omissions occurring prior to such amendment, repeal or modification.

**ARTICLE IX
DISSOLUTION AND WINDING UP**

9.1 Events Causing Dissolution. Subject to Section 9.2, the Company shall be dissolved upon the first of the following events to occur:

(a) The written consent of the Member at any time to dissolve and wind up the affairs of the Company; or

(b) The occurrence of any other event that terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act.

9.2 Bankruptcy. Notwithstanding any other provision of this Agreement, “bankruptcy” (as defined in Sections 18-101(1) and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall be automatically continued without dissolution.

9.3 Winding Up. If the Company is dissolved pursuant to Section 9.1, the Company’s affairs shall be wound up as soon as reasonably practicable as determined by the Member. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

9.4 Distributions on Liquidation.

(a) Upon completion of all desired sales of Company assets, and after payment of all selling costs and expenses, the proceeds of such sales, and any Company assets that are to be distributed in kind, will be distributed to the following groups in the following order of priority: (i) to satisfy Company liabilities to creditors; (ii) to satisfy Company obligations to the Member; and (iii) to the Member, on account of its membership interest in the Company. All distributions required under this Section 9.4 shall be made to the Member within ninety (90) days after the date of the event causing dissolution pursuant to Section 9.1.

(b) The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or membership interests in such group.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Member or of the Company. No creditor who makes a loan to the Member or to the Company may have or acquire, solely as a result of making such loan, any membership interest or interest in the profits or property of the Company, other than such membership interest or interest in the profits or property of the Company that may be expressly granted to such creditor, with the written consent of the Member or an officer of the Company, pursuant to the terms of such loan.

10.2 Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all other prior agreements and understandings, whether oral or written.

10.3 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

10.4 Amendment. This Agreement may be amended, supplemented or modified only by a written agreement executed by the Member.

10.5 Binding Effect; Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Member and the Company, all Indemnified Persons and their respective estates, heirs, legal or personal representatives, executors, administrators, receivers, trustees, successors, assignees and transferees.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the local, internal laws of the State of Delaware (without giving effect to the conflicts or choice of law provisions thereof).


10.7 Headings and Captions. All headings and captions contained in this Agreement are included for convenience of reference only and shall not be deemed a part of this Agreement.

10.8 Terms Generally. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections and schedules mean the sections of, and the schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The schedules referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings of sections are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement.

The Member has executed this Agreement as of the date first above written.

SOLE MEMBER:

OMAHA INVESTMENT HOLDINGS, INC.

By: 
Name: Michael C. McCurdie
Title: Chief Executive Officer, President, Secretary,
and Assistant Treasurer

[Signature Page -- SAFEbuilt, LLC Limited Liability Company Agreement]