

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377083

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/14/2015
RESUBMIT DOCUMENT ID:	900356591

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Systems, Inc.		09/14/2015	Corporation: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	New Millennium Building Systems, LLC
Street Address:	7575 West Jefferson Boulevard
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46804
Entity Type:	Limited Liability Company: INDIANA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2878545	DEEP-DEK
Registration Number:	2990363	DEK-KNEK
Registration Number:	3254730	BRIDGE-DEK
Registration Number:	3034916	METAL DEK GROUP
Registration Number:	3106127	DEK SELECTOR
Registration Number:	3106125	DEK DESIGN TEAM
Registration Number:	3428110	RHINO-DEK
Registration Number:	3697119	VERSA-CLAD
Registration Number:	3122853	VERSA-WEDGE
Registration Number:	3706993	DEK LOK
Registration Number:	3442530	CURVE-DEK
Registration Number:	3542046	FAB-DEK
Registration Number:	3868786	SUPER RHINO-DEK
Registration Number:	2629819	VERSA-DEK

CORRESPONDENCE DATA

Fax Number: 2604238920

TRADEMARK

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.

Phone: (260) 423 8866
Email: jng@barrettllaw.com
Correspondent Name: Jeremy N Gayed
Address Line 1: 215 E Berry St.
Address Line 4: Fort Wayne, INDIANA 46802

NAME OF SUBMITTER:	Jeremy N. Gayed
SIGNATURE:	/Jeremy N. Gayed/
DATE SIGNED:	03/18/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of September 14, 2015 (this "Assignment"), is made by Consolidated Systems, Inc. ("Assignor"), in favor of New Millennium Building Systems, LLC ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof;

WHEREAS, Assignor owns the trademarks, trademark registrations and trademark applications identified on Schedule A to this Assignment (collectively, the "Trademarks") together with the goodwill connected with the use of, or symbolized by, the Trademarks; and

WHEREAS Assignor desires to assign all of its right, title and interest in and to the Trademarks and related goodwill to the Assignee and the Assignee desires to acquire the Trademarks and related goodwill in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, for the consideration stated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee, its successors and permitted assigns, Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill associated with the Trademarks, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in the United States and Canada, and throughout the world, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Assignor had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. Assignor hereby represents, warrants, and covenants that, other than as disclosed in the Purchase Agreement, it has made no assignment, sale, agreement, or encumbrance of the Trademarks which would conflict with the rights granted to Assignee herein.

3. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in Canada and any other country or jurisdiction that may exercise authority over any of the Trademarks, to record this Assignment. The Assignor hereby further requests that the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications

among the Trademarks (or derived therefrom) to the Assignee as assignee of the entire interest therein.

4. Upon reasonable request by the Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Trademarks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Trademarks; and hereby authorize Assignee, and hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Assignment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Assignment can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Assignment.

6. This Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

This Assignment shall be binding on Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly appointed and authorized officer as of the day and year first above written.

ASSIGNOR:

CONSOLIDATED SYSTEMS, INC.

By: *Bradford J. Barber*
Name:
Title: *CEO*

STATE OF *North Carolina*
COUNTY OF *Mecklenburg*

On this *11th* day of *September*, 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared *Bradford J. Barber*, known by me to be the person above named and a *Chief Executive Officer* of Consolidated Systems, Inc., who is duly authorized to execute this Assignment on behalf of Consolidated Systems, Inc. and who signed and executed the foregoing instrument on behalf of Consolidated Systems, Inc.

Notary Public: *Alexi Courson*
My Commission Expires: *6/23/2019*



SCHEDULE A

Serial / Reg No.	Country	Mark
2,878,545	US	DEEP-DEK
2,990,363	US	DEK-KNEK
3,254,730	US	BRIDGE DEK
3,034,916	US	METAL DEK GROUP
3,106,127	US	DEK SELECTOR
3,106,125	US	DEK DESIGN TEAM
3,428,110	US	RHINO DEK
3,697,119	US	VERSA CLAD
3,122,853	US	VERSA WEDGE
3,706,993	US	DEK LOK (filed in class 008)
3,442,530	US	CURVE-DEK
3,542,046	US	FAB-DEK
3,868,786	US	SUPER RHINO DEK (filed in class 006)
2,629,819	US	VERSA-DEK
TMA788,036	CA	VERSA-DEK
TMA797,447	CA	DEEP-DEK
TMA805,558	CA	METAL DEK GROUP
TMA816,930	CA	DEK LOK

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RECORDED: 03/07/2016

**TRADEMARK
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