

5/24/01

RE

05-31-2001



ET

To the Honorable Commissioner of I

101736987

ginal document(s) or copy thereof.

1. Name of conveying party(ies) (assignor(s)):

Hardy Industries, Inc.

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State California

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Hardy Frames, Inc.

Address: 14515 North Outer Forty Road

City: Chesterfield

State: Missouri Zip: 63017

Country: USA

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:

Assignment                       Merger

Security Agreement               Change of Name

Other \_\_\_\_\_

Execution Date: March 26, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,324,145

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Kurt F. James  
Senniger, Powers, Leavitt & Roedel  
One Metropolitan Square  
16th Floor  
St. Louis, Missouri 63102  
(314) 231-5400 (telephone)

6. Total number of applications and registrations involved:  
Application(s) 0 + Registration(s): 1 = Total 1

7. Total Fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345  
(Duplicate copy of this sheet attached)

Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer L. Wagner  
Name of Person Signing

Jennifer L. Wagner  
Signature

5-18-01  
Date

Total number of pages including cover sheet, attachments, and document:

4

ASSIGNMENT

1. **WHEREAS**, Hardy Industries, Inc., a.k.a. Hardy Industries, of 1660 E. Main Street, Ventura, California, U.S.A., a corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as Assignor), has adopted and used in its business a certain trademark; and

2. **WHEREAS**, assignor has a certain registration in the United States Patent and Trademark Office relating to said trademark; and

3. **WHEREAS**, Hardy Frames, Inc., of 14515 North Outer Forty Road, Chesterfield, Missouri, 63017, U.S.A., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest of assignor in said trademark and said registration and the good will of the business in connection with which said trademark is used;

4. **NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by assignee to assignor in hand paid, receipt of all of which is hereby acknowledged, assignor has agreed to and does hereby sell, assign, and transfer unto assignee, its successors and assigns, all of assignor's right, title, and interest throughout the world in and to said trademark and said registration together with the good will of the business in connection with which said trademark is used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademark; including specifically, without limiting the generality of the foregoing, the United States registration listed below.


5. **TO BE HELD AND ENJOYED BY** assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by assignor had this sale and assignment not been made.

6. **THE UNITED STATES TRADEMARK REGISTRATION IS AS FOLLOWS:**

| <u>REG. NO.</u> | <u>REG. DATE</u>  | <u>MARK</u> |
|-----------------|-------------------|-------------|
| 2,324,145       | February 29, 2000 | HARDY FRAME |

IN WITNESS WHEREOF, assignor has caused these presents to be executed by its officer thereunto duly authorized and its corporate seal to be affixed this 26<sup>m</sup> day of March, 2001.

Hardy Industries, Inc.  
Hardy Industries

By 

Title:

(Corporate Seal)

ATTEST:

*Gary L Hardy*  
Secretary

ACKNOWLEDGEMENT

On this 26<sup>th</sup> day of March, 2001, before me personally came Gary L. Hardy, to me known, who, being by me duly sworn, did depose and say that he is President of Hardy Industries, Inc., a.k.a. Hardy Industries, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

My Commission Expires: *Pamela A. Meininger*  
Notary Public

PAMELA A. MEININGER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Dec. 8, 2003