

03-15-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Construction Fasteners, Inc. Spring Street at Van Reed Road P.O. Box 6326 Wyomissing, PA 19610 3-1-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: SFS Stadler, Inc. Internal Address: Street Address: 5201 Portside Drive City: Medina State: OH Zip: 44256
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio 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: January 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 727,159; 1,289,803; 2,197,826
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bruce J. Wolstoncroft Internal Address: Barley, Snyder, Senft & Cohen, LLC Street Address: 126 E. King Street City: Lancaster State: PA Zip: 17602

7. Total fee (37 CFR 3.41) \$ 90.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by 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. Bruce J. Wolstoncroft Signature Date 2/20/02
Total number of pages including cover sheet, attachments, and document: 5

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 OF 02 FC:482 50.00 OF

ASSIGNMENT

WHEREAS, **Construction Fasteners, Inc.**, a Pennsylvania corporation ("CFI"), and **SFS Stadler, Inc.**, a Pennsylvania corporation which is known as SFS intec, Inc. as of January 2, 2002 ("SFS"), are simultaneously entering into the Asset Purchase Agreement for the sale of certain assets of CFI;

WHEREAS, CFI is the owner of the entire right, title, and interest in and to the United States and foreign patents and patent applications listed on Schedule 3.15 attached hereto and made a part hereof (the "Patents"); and

WHEREAS, CFI is the owner of the entire right, title, and interest in and to certain United States registered trademarks and certain common law trademarks listed on Schedule 3.15 attached hereto and made a part hereof, together with the goodwill of the business associated therewith (the "Trademarks"); and

WHEREAS, CFI is the owner of the entire right, title, and interest in and to certain other intangible property listed on Schedule 3.15 attached hereto and made a part hereof (the "Intangible Property"); and

WHEREAS, SFS is acquiring the entire right, title, and interest in and to the Patents, Trademarks, and Intangible Property; and

WHEREAS, it is desired that the assignment of the Patents and Trademarks be made a matter of record in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, CFI has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer unto SFS, and its successors and assigns, the entire right, title, and interest in and to the Patents (including the inventions disclosed therein, and any division, continuation, reissue, reexamination, or extension thereof, together with all rights of action and recover for past infringement thereof); the Trademarks (including the goodwill of the business associated therewith, together with all rights of action and recovery for past infringement of the Trademarks); and the Intangible Property; which are owned by CFI, the same to be held and enjoyed by SFS, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by CFI had this assignment not been made.

FURTHER, CFI hereby covenants, agrees, and undertakes to execute, whenever requested by SFS, all applications, assignments, lawful oaths, and any other papers which SFS may deem reasonably necessary or desirable for securing the SFS or for maintaining for SFS all the Patents, Trademarks, and Intangible Property hereby assigned, all without further compensation to CFI.

SEVERABILITY. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the

application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void, or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, CFI has caused this instrument of assignment to be executed by its duly authorized officer as of the 1st day of January, 2002.

CONSTRUCTION FASTENERS, INC.,
a Pennsylvania corporation

By: *[Signature]*

Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF Berks)

On this 7th day of January, 2002 before me, a notary public, personally appeared Jordan Cole, who acknowledged him/herself to be the President of Construction Fasteners, Inc., a Pennsylvania corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as President.

In witness whereof, I hereunto set my hand and official seals.

[Signature]
Notary Public

NOTARIAL SEAL
ROSE F. YELCHAK, Notary Public
Reading, Berks County, PA
My Commission Expires 3-19-2004

SCHEDULE 3.15 – INTELLECTUAL PROPERTY

CONSTRUCTION FASTENERS, INC.
3.7 LICENSES, INTELLECTUAL PROPERTY

PATENT OR TRADEMARK NUMBER	TITLE	FILING DATE	ISSUE DATE
4,453,361	Screw for attaching compressible insulation	04/19/1982	06/12/1984
3,452,636 (USA)	Weather Resistant Fastener Assembly (Hi-Dome Washer)	06/15/1967	07/01/1969
739,191 (Canada)	(same)	--	07/26/1966
4,017,090	Laminated Closure Material (WG-7)	07/16/1973	04/12/1977
4,736,481 (USA)	Omega – Method of Manufacture	05/22/1987	04/12/1988
4,816,346	Omega – Screw Fastener Blank	10/19/1987	03/28/1989
5,105,980	Plate Feeding Apparatus (Auto Set Tool)	10/09/1990	04/21/1992
1,105,299 (Canada)	Dekfast Screw and Plate Assembly	10/02/1978	07/21/1981
4,568,229 (USA)	Back Relieved Screw (Dekfast Point)	04/08/1985	02/04/1986
1,251,348 (Canada)	Back Relieved Screw (Dekfast Point)	03/18/1985	03/21/1989
S & L File 13,556	Dekfast Point – Europe		
	Anti-Rotation Plastic Plate (Lilly Pad)	Cancelled	
	Lock Plate (Captured Snap-In Plastic Plate)	Cancelled	
1,289,803	Building Logo and Tree (Application for renewal by Len Quittner) ®	11/10/1989	08/14/1984
	ZAC ®	Len to File	
988,747	CAD/TIN ™		07/23/1974

**PATENT OR
TRADEMARK
NUMBER**

TITLE

FILING DATE

ISSUE DATE

Weather Gard ®

Dekfast (Hex Shape--™)

03/09/2000

5,102,275

Deklite Plate & Screw Assembly
(anti-backout)

10/29/1990

04/07/1992

IMPAX™

WG-7™

CHWH W/Bonded Washer

Cancelled

5,992,274

Pick-Up Tool (Patent)

11/25/1997

11/30/1999

Dekfast™

K-Fast™ (License with Fairchild
Holding Corporation dated
01/16/01)

Oval Membrane Plate

11/09/1999

Bonded Membrane Plate

07/31/2000

Vented Membrane Plate

04/14/2000

Modified Batten Bar

08/03/2000

Cancelled
04/27/2001

6,064,189

Rib Finder (Sam Frankel assigned
to CFI)

03/04/1998

05/16/2000

Engineered Panel Clips™

WOODGRIP™

Silver Senti™

Senti™

Chromagard™ Spray Coloring

Prisma™