

08-10-2004

MRO 8-29-03

8/10/04

Resubm



102809859

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

U.S. Fence, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/28/2003

2. Name and address of receiving party(ies)

Name: Fence (U.S.A.), Inc.

Internal Address:

Street Address: 7830 Freeway Circle

City: Middletown State: OH Zip: 44130

- 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

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

A. Trademark Application No.(s)

76/055,503 and 76/055,501

B. Trademark Registration No.(s)

6,897,543; 2,533,140; 2,675,497;

Additional number(s) attached Yes No See Attachment A

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

Name: Randolph R. Smith, Jr., Esq.

Internal Address: Holland & Knight LLP

Suite 2000 One Atlantic Center

Street Address: 1201 W. Peachtree St., N.W.

City: Atlanta State: GA Zip: 30209-2400

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Randolph R. Smith, Jr., Esq. Name of Person Signing

[Signature] Signature

4/20/04 Date

Total number of pages including cover sheet, attachments, and document: 8

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

08/10/2004 6TON11 00000128 76055503

01 FC:8521 40.00 OP 02 FC:8522 275.00 OP

No Fee Paid

**ADDENDUM A**

(U.S. Fence, Inc., successor in interest to U.S. Fence, LLC, f/k/a Action Sales & Marketing, Inc.  
Trademark Assignment)

**Registrations**

1,951,502

2,092,105

2,675,498

2,519,816

1,893,146

2,698,381

2,675,499

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of this 26<sup>th</sup> day of February, 2003, by and between U.S. FENCE, LLC, an Ohio Limited Liability Company ("Assignor"), and FENCLO (U.S.A.), INC., an Ohio Corporation ("Assignee").

**WITNESSETH:**

WHEREAS, the Company owns certain assets and is responsible for certain liabilities and obligations; and

WHEREAS, the Company has ceased operations and is being liquidated and dissolved; and

WHEREAS, the Board of Managers and the sole Member of the Assignor approved and adopted the Plan of Liquidation and Dissolution, attached as Exhibit A ("Plan"); and

WHEREAS, pursuant to the Plan, the assets of the Assignor, after provision for the liabilities of the Company, will be assigned to the Assignee in exchange for its membership interests in the Company; and

WHEREAS, the Assignee and the Assignor agree that it is in the best interest of each party to provide for the liabilities of the Assignor;

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. **Assignment of Assets.** Pursuant to the Plan and by operation of law, the Assignor assigns, transfers, sets over, grants and conveys to Assignee all of its right, title to, and interest in all of its assets.

2. **Assignment of Contracts.** Pursuant to the Plan and by operation of law, the Assignor assigns, transfers, sets over, grants and conveys to Assignee all of its right, title to, and interest in all of its contracts, agreements, leases, promissory notes, mortgages, security deeds, indemnification agreements, guarantees, confidentiality agreements, certificates, affidavits and other instruments, communications and writings.

3. **Assignment Subject to Liabilities.** Assignor assigns all of its right and interests in its assets to Assignee subject to the liabilities, responsibilities and obligations of the Assignor.

4. **Assumption of Liabilities.** Assignee accepts this Assignment and agrees to assume all of the liabilities, responsibilities and obligations of the Assignor.

5. **Counterparts.** This Assignment may be executed in one or more counterparts each of which will constitute one and the same original instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first written above.

**ASSIGNOR:**

U.S. FENCE, LLC

By:   
Name: Chris Gurreri  
Title: President and Secretary

**ASSIGNEE:**

FENCLO (U.S.A.), INC.

By: \_\_\_\_\_  
Name: Michel Roussin  
Title: President

**IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first written above.**

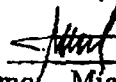
**ASSIGNOR:**

**U.S. FENCE, LLC**

By: \_\_\_\_\_  
Name: Chris Gurreri  
Title: President and Secretary

**ASSIGNEE:**

**FENCLO (U.S.A.), INC.**

By:  \_\_\_\_\_  
Name: Michel Rousein  
Title: President

## EXHIBIT A

### PLAN OF LIQUIDATION AND DISSOLUTION OF U.S. FENCE, LLC

#### I.

This Plan of Liquidation and Dissolution ("Plan") is intended to accomplish the complete liquidation of U.S. FENCE, LLC, an Ohio limited liability company (the "Company"), through the distribution of all of its assets to its sole Member in exchange for the cancellation of its membership interest in the Company. The liquidation and dissolution will occur in the manner stated in this Plan.

#### II.

The Plan shall become effective upon its adoption by the Company's Board of Managers and its sole Member.

#### III.

The Company shall file the Certificate of Dissolution with the State of Ohio, pursuant to Section 1705.43(B) of the Ohio Limited Liability Company Act (the "Act").

#### IV.

During the winding-up period, the Company shall pay or make reasonable provision to pay all claims and obligations known to the Company pursuant to Section 1705.46(B) of the Act.

#### V.

After the Company fulfils its obligation to pay its debts under Section 1705.46(B) of the Act, the Company shall then distribute its assets to the sole Member of the Company in exchange for the cancellation of the sole Member's membership interest, pursuant to Section 1705.46(A) of the Act.

VI.

The managers and the proper officers of the Company are authorized to do or cause to be done such other acts and things as they may deem necessary or proper in order to carry out the liquidation and dissolution of the Company pursuant to this Plan.

VII.

The distribution in complete liquidation of the Company shall be in exchange solely for, and in complete redemption and cancellation of and in payment for, all of the outstanding membership interests in the Company, and the sole Member shall surrender any certificates evidencing such membership interests for cancellation upon receipt of the final distributions herein authorized.

ATL1 #559878 v1

**BILL OF SALE**

The undersigned, U.S. Fence, LLC, an Ohio limited liability company ("U.S. Fence"), represents and warrants as follows in connection with the assignment of all of its assets (the "Assets") to Fenclo (U.S.A.), Inc., an Ohio corporation ("Fenclo"), pursuant to that certain Plan of Liquidation and Dissolution of U.S. Fence adopted by Fenclo on February 25, 2003:

The undersigned, U.S. Fence, in exchange for ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, transfer, assign, convey and deliver to Fenclo and its successors and assigns forever all of its right, title, and interest in and to the Assets.

IN WITNESS WHEREOF, U.S. Fence has executed this Bill of Sale as of this 28<sup>th</sup> day of February, 2003.

U.S. Fence, LLC

By: 

Name: Chris Gurreri

Its: President and Secretary

ATL1 #566109 v4