

03-07-2005

Form PTO-1594 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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



RECC  
TR

102953754

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
MAR 3 26 PM 3:26  
MAR 3 26 PM 3:26

50-2-05

1. Name of conveying party(ies)/Execution Date(s):  
Colonial Metal Products, Inc.

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) October 7, 2004

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached  Yes  No

Name: Elko Products Company, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 12013 Reeds Bluff Lane

City: Midlothian

State: Virginia

Country: \_\_\_\_\_ Zip: 23113

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
73/438,920

B. Trademark Registration No.(s)  
1,324,037

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John H. Thomas

Internal Address: John H. Thomas, P.C.

Street Address: 536 Granite Avenue

City: Richmond

State: Virginia      Zip: 23226

Phone Number: 804 344 8130

Fax Number: 804 644 3643

Email Address: ithomas@ijz-counsel.net

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b) & 3.41)      \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2127  
Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

March 2, 2005  
Date

John H. Thomas

Signature

Total number of pages including cover sheet, attachments, and document: 4

03/04/2005 BYRNE 0000062 N/A of Person Signing

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521

TRADEMARK  
REEL: 003129 FRAME: 0344

## ASSIGNMENT OF TRADEMARKS

This Assignment ( Assignment ) is made by and between Colonial Metal Products, Inc., a Virginia corporation ( Assignor ) and Elko Products Company, Inc. , a Virginia corporation ( Assignee ). Pursuant to the Asset Purchase Agreement (the Agreement ) by and among the Assignor, Assignee, David G. Filippi and Timothy G. Staub of even date herewith, and in exchange for the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Assignor and Assignee do hereby agree and covenant as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks (as that term is defined in the Agreement), including without limitation the marks GuttaGard , Elko , Elko GuttaGard and Gutter Genius , and all of the goodwill associated with the business conducted under and in connection with the Marks. Assignor and Assignee agree and acknowledge that Assignor has made certain representations and warranties in the Agreement in connection with this assignment of the Marks.

2. Further Assistance of Assignor. Assignor shall, at its own expense, execute such additional documents and provide Assignee with such assistance as Assignee may reasonably request to convey to Assignee all right, title and interest in the Marks or to perfect, record, register, renew, enforce or defend the Marks.

3. Governing Law. This Assignment shall be governed and interpreted according to the laws of the Commonwealth of Virginia without regard to that or any other jurisdiction's choice of law rules.

4. Severability. Should any provision of this Assignment be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or otherwise contrary to law or equity, the parties agree that this Assignment shall be reformed automatically to the extent necessary to cure or, if necessary, delete the offending provision, and the remainder of this Assignment shall remain in full force and effect.

5. Entire Agreement. This Assignment is the entire agreement between the parties with respect to the subject matter hereof. This Assignment supersedes all prior agreements and understandings between the parties hereto. Except as may be provided for herein, this Assignment can be modified only by a writing signed by duly authorized representatives of each party. This Assignment may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

6. Effective Date. This Assignment shall be effective as of October 7, 2004.

IN WITNESS WHEREOF, Assignor and Assignee so agree.

COLONIAL METAL PRODUCTS, INC.

By: David B. Talbot  
Its: President  
Date: October 7, 2004

ELKO PRODUCTS COMPANY, INC.

By: [Signature]

Its: PRESIDENT

Date: OCTOBER 7, 2004

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Dinwiddie )

On this 7 day of October, 2004, before me appeared David G. Filippi, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of Colonial Metal Products, Inc. with authority to do so.

[Signature]  
Notary Public

My commission expires 11/30/05.

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Dinwiddie )

On this 7 day of October, 2004, before me appeared Timothy Staub, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of Elko Products Company, Inc. with authority to do so.

[Signature]  
Notary Public

My commission expires 11/30/05.