

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment Revocation & Release (with New Assignment Attached as Exhibit A)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Renaissance Steel, LLC		03/05/2005	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Renaissance Technologies, LLC
<b>Street Address:</b>	14101 Race Track Road
<b>City:</b>	Tampa
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33626
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2811122	SPANMASTER

**CORRESPONDENCE DATA**

Fax Number: (813)229-8313  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 813-222-1190  
 Email: cparadies@fowlerwhite.com  
 Correspondent Name: Christopher J. Paradies/Fowler White  
 Address Line 1: 501 E. Kennedy Blvd.  
 Address Line 2: Suite 1700  
 Address Line 4: Tampa, FLORIDA 33602

<b>ATTORNEY DOCKET NUMBER:</b>	1042770
<b>NAME OF SUBMITTER:</b>	Christopher J. Paradies
<b>Signature:</b>	/christopher j. paradies/

CH \$40.00 2811122

Date:

11/02/2006

**Total Attachments: 6**

source=AssignmentRevocationReleaseandNewAssignment#page1.tif

source=AssignmentRevocationReleaseandNewAssignment#page2.tif

source=AssignmentRevocationReleaseandNewAssignment#page3.tif

source=AssignmentRevocationReleaseandNewAssignment#page4.tif

source=AssignmentRevocationReleaseandNewAssignment#page5.tif

source=AssignmentRevocationReleaseandNewAssignment#page6.tif

## ASSIGNMENT REVOCATION & RELEASE

THIS ASSIGNMENT REVOCATION & RELEASE, between the undersigned individual (hereinafter referred to as "BISHOP"), and Renaissance Technologies, LLC (hereinafter referred to as "Renaissance Technologies"), a Florida Limited Liability Company, with an office located at 14101 Race Track Road, Tampa, FL 33626;

WITNESSETH THAT:

WHEREAS, BISHOP has a purported interest in and to the following registered trademark and trademark registration ("SPANMASTER"):

Mark: **SPANMASTER**  
U.S. Registration No. 2,811,122

Assignments recorded for the above registered trademark:

1. At reel no. 3035, frame no. 0082  
from Consolidated Systems, Inc.  
to Renaissance Steel, LLC  
executed March 29, 2004;
2. At reel no. 3032, frame no. 0925  
from Renaissance Steel, LLC  
to William L. Bishop  
executed March 29, 2004;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, BISHOP hereby, without reservations:

1. Revokes the agreement between Renaissance Steel, LLC and William L. Bishop that was recorded at Reel 3032/Frame 0925, which purportedly assigned rights to William L. Bishop.

2. Acknowledges and agrees that the assignment attached as Exhibit A assigns, transfers and conveys to Renaissance Technologies, LLC (at the time a wholly owned subsidiary of Renaissance Steel, LLC), the entire right, title, and interest in and to SPANMASTER together with all good will associated with SPANMASTER.

3. Releases any and all claims to any rights in SPANMASTER, and consents to the prior and continued use of SPANMASTER by Renaissance Technologies, including transfer of all good will associated with the SPANMASTER mark to Renaissance Technologies.

4. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments, regional authorities, international organizations and others to record an assignment, attached as Exhibit A, as the true and correct assignment of all rights in and to the SPANMASTER mark including the entire right, title, and interest therein without any encumbrances.

5. Warrants that he has not conveyed to others any right, title, or interest in SPANMASTER.





- 3) has not abandoned the Marks;
- 4) has good rights to assign, convey, sell, grant, and transfer any and all rights to the Marks without any liens and encumbrances including, without limitation, any license, agreement, sale, conveyance, grant, transfer or assignment to any third party and will not so encumber in the future;
- 5) warrants that use of the Marks in Assignor's business does not violate, infringe or interfere with any rights of a third party including, without limitation, any existing trademark, service mark, common law right or privacy right;
- 6) has no knowledge of any pending or threatened litigation, claim of priority, or challenge to registerability of the Marks;
- 7) is the sole and exclusive owner of all rights, titles and interest to the Marks;
- 8) assigns rights to any and all applications for registration of the Marks and hereby expressly agrees to promptly execute any and all documents or take any and all actions that may be required by the Assignee to vest, secure, perfect, protect or enforce the rights of the Assignee in any and all registrations and applications for the Marks, worldwide;
- 9) will not oppose or challenge in any way the rights of the Assignee to register the Marks, worldwide, for any and all goods and services and in any manner chosen by the Assignee;
- 10) transfers to Assignee all rights to any and all causes of action and remedies arising from the use of the Marks, worldwide, by any third party, whether arising before or after the execution of this Assignment;
- 11) will cease use of the Marks in relation to any and all goods and services, unless expressly authorized in a writing signed by a duly authorized representative of the Assignee;
- 12) grants Assignee the exclusive right to license the Marks to others;
- 13) acknowledges that no third party has been granted any license to use the Marks in any way;
- 14) is not entitled to any royalty or future payment of any kind;
- 15) shall defend, indemnify and hold Assignee harmless from any and all losses, damages and injuries arising from or based upon any claims, demands or lawsuits alleging violation of a third party's rights to a mark, conversion of a mark or advertising injury resulting from use of a mark related to the use of the Marks, including, without limitation, reasonable attorney's fees;

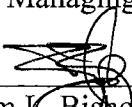
- 16) acknowledges that this Assignment is the integrated, complete and final agreement between Assignor and Assignee relating to the Marks, and this Assignment supercedes and replaces any prior or contemporaneous agreements, negotiations, understandings and warranties relating to the Marks, whether oral or in writing;
- 17) acknowledges that this Assignment may only be altered or modified by a writing executed by duly authorized persons representing both the Assignor and the Assignee;
- 18) acknowledges that, if the Assignor or Assignee commences any action or proceeding against any other party hereto, to enforce this Assignment, then the prevailing party will be entitled to reasonable expenses incurred as a result of the action or proceeding including, without limitation, attorneys' fees;
- 19) acknowledges that no delay, failure or waiver of any party hereto to enforce any rights granted in this Agreement will operate to limit, preclude, cancel, waive or otherwise affect the future right of such party to enforce such rights in the future or to seek any other remedy under this Assignment;
- 20) acknowledges that the validity and enforceability of each of the provisions of this Assignment are severable, if any such provision is determined to be invalid or unenforceable, and this Assignment will be interpreted as if the severed provision had never existed without affecting this Assignment as a whole;
- 21) acknowledges that the laws and judicial decisions of the courts of the State of Florida will be used to construe and enforce this Assignment without respect to its conflict of laws provisions;
- 22) hereby irrevocably consents to the sole jurisdiction and venue of the courts of the State of Florida for any action or proceeding arising from this Assignment;
- 23) assigns and transfers any and all good will associated with use of the Marks in Assignor's business.

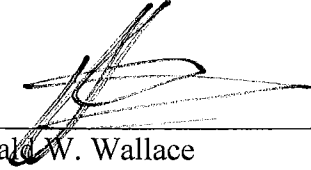
IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor, hereby binds the Assignor and any and all assigns, successors, heirs and beneficiaries of the Assignor.

(the remainder of this page intentionally left blank)

For: RENAISSANCE STEEL, LLC (wholly-owned by Renaissance Technologies, LLC):

By: Renaissance Technologies, LLC  
Its Managing Member

  
\_\_\_\_\_  
William L. Bishop  
Manager, Renaissance Technologies, LLC

  
\_\_\_\_\_  
Donald W. Wallace  
Manager, Renaissance Technologies, LLC


STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Assignment was acknowledged before me this 9<sup>th</sup> day of March, 2005,  
by **William L. Bishop**, who is  personally known to me or who has produced  
as identification



**Ramona J. Lashley**  
Commission # DD141710  
Expires Aug. 12, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
Notary Public (signature)

\_\_\_\_\_  
Notary Public (print or type)

My Commissioner Expires: 8-12-2006

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Assignment was acknowledged before me this 9<sup>th</sup> day of March, 2005,  
by **Donald W. Wallace**, who is  personally known to me or who has produced  
as identification



**Ramona J. Lashley**  
Commission # DD141710  
Expires Aug. 12, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
Notary Public (signature)

\_\_\_\_\_  
Notary Public (print or type)

My Commissioner Expires: 8-12-2006

#1697757v1