

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colonial Metal Products, Inc.		10/07/2004	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Elko Products Company, Inc.		
Street Address:	12013 Reeds Bluff Lane		
City:	Midlothian		
State/Country:	VIRGINIA		
Postal Code:	23113		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2747507	GUTTER GENIUS	
CORRESPONDENCE DATA			
Fax Number:	(804)644-3643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804 344-8130		
Email:	jthomas@ip-counsel.net		
Correspondent Name:	John H. Thomas, P.C.		
Address Line 1:	536 Granite Avenue		
Address Line 4:	Richmond, VIRGINIA 23226		
ATTORNEY DOCKET NUMBER:	COLME 1T		
NAME OF SUBMITTER:	John H. Thomas		
Signature:	/John H. Thomas/		
Date:	01/12/2007		

OP \$40.00 2747507

Total Attachments: 3

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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 1, 2004.

IN WITNESS WHEREOF, Assignor and Assignee so agree.

COLONIAL METAL PRODUCTS, INC.

By: David B. Flynn
Its: PRESIDENT
Date: October 1, 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.