

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase of Assets		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jenisis Engineered Products, Inc.		08/25/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	Fabral, Inc.
Doing Business As:	dba Fabral Metal Wall and Roof Systems
Street Address:	3449 Hempland Road
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17604-4608
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78656747	ALPHA PANEL
Serial Number:	78656776	ARCHITECTURAL STANDING SEAM
Serial Number:	78656694	BEST PANEL
Serial Number:	78746258	GENTRY
Serial Number:	78656758	HORIZON 12
Serial Number:	78656674	JEPSEAM
Serial Number:	78656685	JEPSNAP
Serial Number:	78656734	PRESTIGE PANEL
Serial Number:	78656726	PROCLAD
Serial Number:	78884829	RURAL PANEL
Serial Number:	78656768	SELECT SERIES
Serial Number:	78661601	STRONGCLAD
Serial Number:	78656739	ULTRA-LOC

CH \$365.00 78656747

Serial Number:

78656715

VAL RIB III

CORRESPONDENCE DATA

Fax Number: (770)951-0933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 770-933-9500

Email: laurie.delesandro@tkhr.com

Correspondent Name: Todd Deveau

Address Line 1: 600 Galleria Parkway, Suite 1500

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:

822204-9010

NAME OF SUBMITTER:

Todd Deveau

Signature:

/todd deveau/

Date:

01/22/2008

Total Attachments: 10

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FABRAL, INC.

PURCHASE OF ASSETS OF
JENISYS ENGINEERED PRODUCTS, INC.
and
MAGNATRAX CORPORATION

VOLUME I

October 2, 2006

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 25, 2006, by and among FABRAL, INC., a Delaware corporation ("Fabral" or "Buyer"), EURAMAX INTERNATIONAL, INC., a Delaware corporation ("Euramax"), JENISYS ENGINEERED PRODUCTS, INC., a Delaware corporation ("Seller"), and MAGNATRAX CORPORATION, a Delaware corporation ("Parent").

Seller is engaged in the business of manufacturing, selling and distributing metal construction products and related trims and accessories ("Business").

Parent is the indirect owner of 100% of the issued and outstanding capital stock of Seller and will benefit from the sale by Seller of substantially all of its assets as herein provided.

Seller desires to sell and Buyer desires to purchase the Business, its operations, and substantially all of the assets of Seller used therein.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets.

On and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Liens, and Buyer shall purchase, acquire and accept from Seller, all of the right, title and interest of Seller in and to (i) the Business and all goodwill related to the Business, (ii) the name "Jenisys Engineered Products, Inc." and all marks and goodwill associated therewith (whether or not registered), and (iii) all of the assets, properties and rights of Seller relating to or utilized in the Business, directly or indirectly, in whole or in part, (other than the Excluded Assets), of every type and description, real, personal or mixed, tangible and intangible, wherever located and whether or not reflected on the books of Seller, including, without limitation, the following, as the same shall exist on the date hereof and any additions thereto on or before the Effective Time and any deletions therefrom made in accordance with the terms of this Agreement on or before the Effective Time:

- (a) the Real Property;
- (b) the Real Property Leases;
- (c) the Equipment;

(d) to the extent permitted by applicable Law, all of the Contracts of the Business other than those Contracts listed on **Schedule 1.1(d)** (the "Assumed Contracts");

(e) the Inventory, together with all rights of Seller against suppliers of the Inventory including Seller's rights to receive refunds or rebates in connection with its purchase of such Inventory; all marketing and advertising materials, all supplies and miscellaneous assets;

(f) the Seller Intellectual Property;

5.11 Intellectual Property.

(a) Seller owns or has a license to use all of the Intellectual Property used by Seller in the course of its Business, including sufficient rights in each copy possessed by Seller, free and clear of all Liens or other restrictions (collectively, the "Seller Intellectual Property"). Seller does not sell, distribute, or License any Seller Intellectual Property.

(b) All Seller Intellectual Property owned by Seller is hereinafter referred to as "Owned Intellectual Property." **Schedule 5.11(b)** lists and describes each item of Owned Intellectual Property including the jurisdiction of grant, registration or pendency and the nature of Seller's interest therein. All Owned Intellectual Property is valid and has been obtained and maintained in material compliance with all Laws. Seller has not distributed or disclosed any Owned Intellectual Property without a written agreement which protects and preserves Seller's ownership rights therein.

Schedule 5.11(b)
Owned Intellectual Property

See attached Patents Schedule and attached Trademarks Schedule.

The following domain names:

- www.jenisysep.com
- www.jenisyseprod.com
- www.jenisyseprod.net
- www.jenisysep.com
- www.jenisysep.net
- www.jenisysepi.com
- www.jenisysepi.net
- www.jepinc.net
- www.jeproducts.net

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The disclosure in this Schedule may be over-inclusive, taking into consideration the materiality standard that may be contained in the representation or warranty to this Schedule. The fact that any item or matter is disclosed on this Schedule shall not be deemed to set or establish a different standard of materiality than the one set forth in the applicable representation or warranty.

LEGAL_US_E # 70944813.9

Patent Schedule

<u>Patents</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
Panel Mounting Structure	U.S. Registered: 08/13/1996	U.S. Patent Registration No. 5,544,461
Panel Mounting Clip	U.S. Registered: 07/13/1993	U.S. Patent Registration No. 5,226,274

LEGAL_US_E # 70974873.3

June 6, 2006

Client Status Report

Client: 822204 JENISYS ENGINEERED PRODUCTS

Trademark Name

Case Number
Status

Application
Number/date Registration
Number/date

ALPHA PANEL
United States of America

822204-3010 78/656,747
Pending 23-Jun-2005

Class 006
Goods: Metal panels for use in construction of building
sidewalls. Int Cl 006.

ARCHITECTURAL STANDING SEAM
United States of America

822204-3140 78/656,776
Pending 23-Jun-2005

Class 006
Goods: Metal panels for use in construction of building walls
and roofs. Int Cl 006.

BEST PANEL
United States of America

822204-3080 78/656,694
Pending 23-Jun-2005

Class 006
Goods: Metal panels for use in construction of building walls
and roofs. Int Cl 006.

June 6, 2006

Client Status Report

Client: 822204 JENISYS ENGINEERED PRODUCTS

Trademark Name	Case Number Status	Application Number/date	Registration Number/date
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GENTRY
United States of America

822204-3160	78/746,258	
Pending	03-Nov-2005	
Class 006		

Goods: Int. Cl. 006:
Prefabricated metal building components in the form of
do-it-yourself kits comprised of metal panels for use in
constructing the walls and roofs of the buildings.

HORIZON 12
United States of America

822204-3030	78/656,758	
Pending	23-Jun-2005	
Class 006		

Goods: Metal panels for use in construction of building walls
and roofs. Int. Cl. 006.

JEPSEAM
United States of America

822204-3110	78/656,674	
Pending	23-Jun-2005	
Class 006		

Goods: Metal panels for use in construction of building roofs.
Int. Cl. 006.

June 6, 2006

Client Status Report

Client: 822204 JENISYS ENGINEERED PRODUCTS

Trademark Name	Case Number Status	Application Number/date	Registration Number/date
JEPSNAP	822204-3100 Pending	78/656,685 23-Jun-2005	

Class 006
Goods: Metal panels for use in construction of building roofs.
Int Cl 006.

PRESTIGE PANEL	822204-3040	78/656,734	
United States of America	Pending	23-Jun-2005	

Class 006
Goods: Metal panels for use in construction of building roofs.
Int Cl 006.

PROCLAD	822204-3050	78/656,726	
United States of America	Pending	23-Jun-2005	

Class 006
Goods: Metal panels for use in construction of building walls
and roofs. Int Cl 006.

RURAL PANEL	822204-3180	78/884,829	TND
United States of America	Pending	16-May-2006	

Class 006
Goods: Metal panels for use in construction of building walls
and roofs. Int Class: 006

June 6, 2006

Client Status Report

Client: 822204 JENISYS ENGINEERED PRODUCTS

Trademark Name	Case Number	Status	Application Number/date	Registration Number/date
SELECT SERIES United States of America	822204-3060	Pending	78/656,768	23-Jun-2005
	822204-3060	Pending	78/656,768	23-Jun-2005
	Class 006			
Goods: Metal panels for use in construction of building walls and roofs. Int Cl 006.				

STRONGCLAD

United States of America

822204-3130	78/661,601
Pending	30-Jun-2005

Class 006
Goods: Int Cl 006: Metal panels for use in construction of building walls and roofs.

ULTRA-LOC

United States of America

822204-3020	78/656,739
Published	23-Jun-2005

Class 006
Goods: Metal panels for use in construction of building roofs. Int Cl 006.

VAL RIB III

United States of America

822204-3070	78/656,715
Pending	23-Jun-2005

Class 006
Goods: Metal panels for use in construction of building walls and roofs. Int Cl 006.

LEGAL_US_E# 717408392

TRADEMARK

REEL: 003700 FRAME: 0620

RECORDED: 01/22/2008