

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	08/31/2011										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>All Weather Steel Products, LLC</td> <td></td> <td>07/26/2012</td> <td>LIMITED LIABILITY COMPANY: UTAH</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	All Weather Steel Products, LLC		07/26/2012	LIMITED LIABILITY COMPANY: UTAH
Name	Formerly	Execution Date	Entity Type								
All Weather Steel Products, LLC		07/26/2012	LIMITED LIABILITY COMPANY: UTAH								
RECEIVING PARTY DATA											
Name:	Larson Manufacturing Company of South Dakota, Inc.										
Street Address:	2333 Eastbrook Drive										
City:	Brookings										
State/Country:	SOUTH DAKOTA										
Postal Code:	57006-2838										
Entity Type:	CORPORATION: SOUTH DAKOTA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1732469</td> <td>MARATHON</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1732469	MARATHON		
Property Type	Number	Word Mark									
Registration Number:	1732469	MARATHON									
CORRESPONDENCE DATA											
Fax Number:	6053393357										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	6053363890										
Email:	Troy.Leonard@woodsfuller.com										
Correspondent Name:	Troy Leonard										
Address Line 1:	300 S. Phillips Ave., Suite 300										
Address Line 4:	Sioux Falls, SOUTH DAKOTA 57104										
ATTORNEY DOCKET NUMBER:	38932										
NAME OF SUBMITTER:	Troy Leonard										

OP \$40.00 1732469

Signature:	/troy leonard/
Date:	07/31/2012
Total Attachments: 2 source=Executed Assignment (01214764)#page1.tif source=Executed Assignment (01214764)#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 26 day of July 2012, by **All Weather Steel Products, LLC.** ("Assignor" herein), a limited liability company organized under the laws of the state of Utah, located at 704 S. 400 West, Salt Lake City, Utah 84101 to **Larson Manufacturing Company of South Dakota, Inc.** ("Assignee" herein), a corporation organized under the laws of the state of South Dakota, having its principal place of business at 2333 Eastbrook Drive, Brookings South Dakota 57006-2838.

WITNESSETH:

WHEREAS, Assignor adopted and used the mark "**MARATHON**" in association with goods described as "steel storm doors sold primarily to residential users" (hereinafter "Goods"), which mark has been registered by the United States Patent & Trademark Office and issued Registration No. 1732469 (hereinafter "Subject Mark");

WHEREAS Assignor and Assignee entered into a purchase agreement dated the 31 day of August 2011 which agreement provided for the purchase and acquisition of the Subject Mark by Assignee; and

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Subject Mark along with all goodwill connected with and symbolized by said Subject Mark; and

WHEREAS this assignment is done *nunc pro tunc* in that Assignor intended to assign and transfer, and did in fact assign and transfer the Subject Mark and all goodwill connected with and symbolized thereby to Assignee as part of the earlier transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Subject Mark together with all goodwill of the business symbolized thereby or connected therewith, effective 8-31-11 (the date of closing). This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date. This transfer to Assignee includes, without limitation, all common law rights, interests and goodwill as may have been acquired by Assignor from the use of said Subject Mark.

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Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

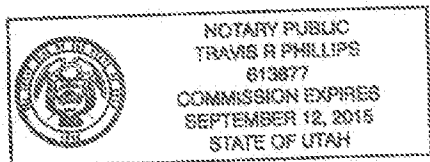
All Weather Steel Products, LLC.

By *William D Martin*
(Signature)

William D Martin (owner)
(Print Name & Officer)

On this 26 day of July 2012, before me personally appeared the above-named William D Martin, the owner (officer) of All Weather Steel Products, LLC. and that s/he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself/himself as such officer.

(SEAL)



[Signature]
Notary Public
My Commission Expires: _____

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