## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM345938

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TRUSS INDUSTRY PRODUCTION SYSTEMS, INC.		12/13/2013	CORPORATION: SOUTH DAKOTA

#### **RECEIVING PARTY DATA**

Name:	MITEK USA, INC.		
Street Address:	14515 North Outer Forty Drive, Suite 300		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: MISSOURI		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3870815	CHANNELS
Registration Number:	3243644	WIZARD PDS
Registration Number:	3252962	TIPS

#### CORRESPONDENCE DATA

3143457600 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

314-345-7000 Phone:

Email: kbastunas@senniger.com

Senniger Powers LLP- Paul Fleischut Correspondent Name: Address Line 1: 100 North Broadway, 17th Floor Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	MLP 7704.AGT
NAME OF SUBMITTER:	Paul I. J. Fleischut
SIGNATURE:	/paul fleischut/
DATE SIGNED:	06/26/2015

**Total Attachments: 8** source=02670834#page1.tif

> **TRADEMARK** REEL: 005561 FRAME: 0586

900329071



#### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "<u>Assignment</u>") is made and delivered as of December 13, 2013 (the "<u>Effective Date</u>") by:

	Truss Industry Production Systems, Inc., a corporation incorporated under the laws of South Dakota	
		("Seller")
in favor of:		
	MiTek USA, Inc.	("Buyer").

WHEREAS, Buyer, Seller, Clyde R. Fredrickson, Terry L. Fredrickson, Marge Kraft, and Josh J. Kraft, Luke W. Kraft and Matthew J. Kraft, as Co-Trustees of the John A. Kraft Family Trust have entered into that certain Asset Purchase Agreement dated as of November 6, 2013 (the "Asset Purchase Agreement") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Under the terms of the Asset Purchase Agreement, Seller agreed to sell, convey, assign, transfer, and deliver to Buyer, among other things, all of Seller's right, title and interest in and to the Intellectual Property Assets, including without limitation, those shown on Exhibits I through 4 attached hereto (collectively, the "Included Intellectual Property").

NOW THEREFORE, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all right, title and interest in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all patents, trademarks and service marks included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to Buyer hereby. Seller shall use best efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and

delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

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IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment of Intellectual Property as of the Effective Date written above.

<u>Seller:</u>
TRUSS INDUSTRY PRODUCTION SYSTEMS, INC.
By: Lyllatte
Name: CLYDE R. FREDRICKSON
Title: <u>Ples 10 ent</u>
STATE OF SOUTH DAKOTA )
corr of Britton ) ss
I, MCUSS Drype a Notary Public, do hereby certify that on the 10 day of Decardor 2013, personally appeared before mellocative tredvicker who, being by me first duly sworn, declared that he is the person who signed the foregoing document as Resident of Truss Industry Production Systems, Inc., and that the statements therein contained are
true.
Muse Ing. Zamana
Notary Public Notary Public
My Commission Expires:
My Commission Expires SEAN OF THE OF T

Signature Page to IP Assignment

# EXHIBIT I PATENTS

Titte	Status	Application <u>Number</u>	<u>Eiling</u> <u>Date</u>	Ansene
Automatic truss jig setting systetti	ACTIVE Next fee window opens: 10/23/2015	12/728,941 (Continuation of US appl. no. 11/139,937)	2010-03-22	Truss Industry Production Systems, Inc
Automatic truss jig setting system	ACTIVE  Next fee window opens: 12/20/2014	11/648,261	2006-12-29	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 94/12/2014	11/035.223 (Continuation-In-Part of US appl. no. 10/780,477)	2005-01-13	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next for window opens: 03/29/2014	12/082,885 (Continuation of US appl. no. 11/139,937)	2008-64-15	Truss Industry Production Systems, Inc. (No assignment recorded, but this is a continuation application)
Automatic truss jig setting system	ACTIVE Next fee window opens. 08/22/2013	11/286,639 (Continuation of US appl. no. 11/139,937)	2005-11-23	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE  Next fee window opens: 05/31/2016	19/780,477 (Continuation of US appl. no. 10/369,638)	2004-02-17	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 03/30/2015	10/369,038	2003-02-18	Tress industry Production Systems, Inc.
Automatic truss jig setting system	PENDING  Response to Non-Final Office Action filed 12/6/2013	13/657.467 (Continuation of US appl. no. 12/728,941)	2012-10-22	Truss industry Production Systems, Inc  (No assignment recorded, but this is a continuation application)
Automatic trass jig setting system		11/339,937 (Continuation of US appl. no. 10/369,938 and 10/780,477)	2665-05-27	Truss Industry Production Systems, inc
Automatic truss jig setting system	ACTIVE Issued as U.S. Patent No. 8,573,574 on 2013-11-5	13/084,171 Continuation of U.S. appl. no. 11/035,223	2011-04-11	Truss Industry Production Systems, inc.
Automatic trass jig setting system	PENDING Awaiting first Office Action	14/089.856 Continuation of U.S. appl. no. 13/084,171	2013-11-01	Truss Industry Production Systems, Inc. (No assignment recorded, but this is a continuation application)

Title	Status	Application Number	Elling Date	Assent
Automatic truss jig system		PCT/US2004/064435 (Priority: US appl. no. 10/369,638)	2004-02-17	Truss Industry Production Systems (as shown on front page of the publication)
Automatic truss jig system		EP2004711805A (National Phase Application of W02004/074600A2)	2004-02-17	Truss industry Production Systems (as shown on front page of the publication)
Automatic truss jig system	ACTIVE  Next fee due  02/17/2014	CA2491289A (National Phase Application of WC2004/074600A2)	2804-62-17	Truss industry Production Systems, LLC (as shown on from page of the publication)
Assomatic truss fig system		AU2004213805A (National Phase Application of WU2004/074600A2)	2004-02-17	Truss Industry Production Systems (as shown on front page of the publication)

# EXHIBIT 2 TRADEMARKS

1MSNRNDiscioner	Status/Status Date	<u>Full Condebunics</u>	Owner
CHANNELS  ChannelS  SN:77-221501 RN:3,878,815	Registered November 2, 2010	(Intil Class: 7) Machinery for the assembly of trusses for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore	Truss Industry Production Systems, Inc. (South Dakista Corp.) 102 Vander Horck, P. O. Box 343 Britton, South Dakista 57430
WIZARD PDS  WIZARD PDS  SN:78-616144 BN:3.243.644	Registered 8 & 15 June 10, 2013	(Infl Class: 7) Machinery, namely, a table upon which wooden trusses are arranged and assembled for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore	Truss Industry Production Systems, Inc. (South Dakota Corp.) 102 Vander Horck, Po Box 343 Britton, South Dakota 57430
TIPS TIPS SN:78-616093 BN:3.252,962	Registered 8 & 15 June 18, 2013	(Int'l Class: 7) Machinery, namely, a table upon which wooden trusses are arranged and assembled for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore	Trues Industry Production Systems, inc. (South Dakota Corp.) 192 Vander Horck P. O. Box 343 Britton, South Dakota 57430

# EXHIBIT 3 DOMAINS/NET NAMES

tipswizard.biz wizardpds.com wizardpds.biz

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## EXHIBIT 4 SOFTWARE

Wizard PDS System

Wizard PDS Gold

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**RECORDED: 06/26/2015**