

12-05-2001



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U. S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

▼MLP 7185 ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BH Columbia, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Columbia Insurance Company

Internal Address: c/o Mark D. Hamburg  
Chief Financial Officer

Street Address:

Berkshire Hathaway, 1440 Kiewit Plaza

City: Omaha State: Nebraska Zip: 68131

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: November 5, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

08/953,914  
09/303,027

B. Patent No.(s)

D 414,400  
D 419,430

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt F. James

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 65

7. Total fee (37 CFR 3.41).....\$ 2,600.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kurt F. James

Name of Person Signing

Kurt F. James  
Signature

November 30, 2001

Date

12/05/2001 DRYNE 00000040 191345 08953914

Sale Ref: 00000154 DOM: 191345 08953914 Total number of pages including cover sheet, attachments, and document: 11

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Mail documents to be recorded with required cover sheet information to:  
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PATENT  
REEL: 012211 FRAME: 0929

## RECORDATION FORM COVER SHEET ATTACHMENT

**4. A.**

| <u>Serial No.</u> | <u>Filed</u> |
|-------------------|--------------|
| 09/499,103        | 2/4/00       |
| 09/523,550        | 3/10/00      |
| 09/547,507        | 4/12/00      |
| 09/553,414        | 4/20/00      |
| 09/596,138        | 6/16/00      |
| 09/608,323        | 6/30/00      |
| 09/612,813        | 7/10/00      |
| 09/681,151        | 1/29/01      |
| 09/659,962        | 9/12/00      |
| 09/760,912        | 1/16/01      |
| 60/238,717        | 10/6/00      |
| 60/241,544        | 10/18/00     |

**4. B.**

| <u>Patent No.</u> | <u>Date</u> | <u>Patent No.</u> | <u>Date</u> |
|-------------------|-------------|-------------------|-------------|
| 4,427,145         | 1/24/84     | 4,669,184         | 6/2/87      |
| 4,475,328         | 10/9/84     | 4,676,129         | 6/30/87     |
| 4,483,120         | 11/20/84    | 4,679,781         | 7/14/87     |
| 4,524,960         | 6/25/85     | 4,878,323         | 11/7/89     |
| 4,562,683         | 1/7/86      | 4,986,052         | 1/22/91     |
| 4,648,216         | 3/10/87     | 5,412,919         | 5/9/95      |
| 4,665,677         | 5/19/87     | 5,457,927         | 10/17/95    |

## RECORDATION FORM COVER SHEET ATTACHMENT

| <u>Patent No.</u> | <u>Date</u> | <u>Patent No.</u> | <u>Date</u> |
|-------------------|-------------|-------------------|-------------|
| 5,468,118         | 11/21/95    | 6,079,325         | 6/27/00     |
| 5,493,834         | 2/27/96     | 6,112,968         | 9/5/00      |
| 5,497,591         | 3/12/96     | 6,134,775         | 10/24/00    |
| 5,553,961         | 9/10/96     | 6,145,684         | 11/14/00    |
| 5,707,204         | 1/13/98     | 6,148,583         | 11/21/00    |
| 5,729,950         | 3/24/98     | 6,170,688         | 1/9/01      |
| 5,735,087         | 4/7/98      | 6,171,403         | 1/9/01      |
| 5,819,412         | 10/13/98    | 6,212,849         | 4/10/01     |
| 5,833,222         | 11/10/98    | 6,219,975         | 4/24/01     |
| 5,854,747         | 12/29/98    | 6,247,627         | 6/19/01     |
| 5,857,306         | 1/12/99     | 6,254,306         | 7/3/01      |
| 5,884,448         | 3/23/99     | 6,256,862         | 7/10/01     |
| 5,899,042         | 5/4/99      | 6,260,263         | 7/17/01     |
| 5,933,957         | 8/10/99     | 6,260,327         | 7/17/01     |
| 5,946,879         | 9/7/99      |                   |             |
| 5,970,678         | 10/26/99    |                   |             |
| 5,987,828         | 11/23/99    |                   |             |
| 5,992,125         | 11/30/99    |                   |             |
| 5,996,303         | 12/7/99     |                   |             |
| 6,048,165         | 4/11/00     |                   |             |
| 6,067,769         | 5/30/00     |                   |             |

## ASSIGNMENT

1. **WHEREAS**, BH Columbia, Inc. of Omaha, Nebraska, a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to certain letters patent of the United States and the inventions disclosed therein; and to certain applications for letters patent of the United States and the inventions disclosed therein; and

2. **WHEREAS**, Columbia Insurance Company of Omaha, Nebraska, a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. **NOW, THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said

letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States patents listed below; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States applications or in whole or in part on said inventions, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without limiting the generality of the foregoing, the United States applications listed below.

4. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, to the full ends of the respective terms full for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. **AND** Assignor hereby authorized and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.

6. **AND** Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

7. **AND** Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed, Assignor's right, title, and interest in said inventions has not

been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. THE UNITED STATES PATENTS ARE AS FOLLOWS:

| <u>Patent No.</u> | <u>Date</u> | <u>Inventor(s)</u> | <u>Title</u>  |
|-------------------|-------------|--------------------|---|
| D 414,400         | 9/28/99     | Williams           | Corner Jack Connector   |
| D 419,430         | 1/25/00     | Williams           | Bottom Chord Connector  |
| 4,427,145         | 1/24/84     | Harris             | Packing of Nail Plates  |
| 4,475,328         | 10/9/84     | Reeder, et al.     | Web Member  |
| 4,483,120         | 11/20/84    | Gottlieb           | Hinged Metal Web for Truss Structures and Method of Making                      |
| 4,524,960         | 6/25/85     | LePoire            | Adjustable Jig  |
| 4,562,683         | 1/7/86      | Gottlieb           | Hinged Metal Webs for Truss Structures  |
| 4,648,216         | 3/10/87     | Reaves, et al.     | Prefabricated Building  |
| 4,665,677         | 5/19/87     | Palacio, et al.    | Truss Assembly and Bracing Clip and Attachment Member for use with Trusses      |
| 4,669,184         | 6/2/87      | Castillo           | Building Truss Fabrication Apparatus  |
| 4,676,129         | 6/30/87     | Blanco             | Automated Truss Component Saw Apparatus   |
| 4,679,781         | 7/14/87     | LePoire            | Adjustable Jig  |
| 4,878,323         | 11/7/89     | Nelson             | Truss Setting System  |
| 4,986,052         | 1/22/91     | Nelson             | Truss Setting System  |
| 5,412,919         | 5/9/95      | Pellock, et al.    | Metal Wall Framing  |
| 5,457,927         | 10/17/95    | Pellock, et al.    | Truss   |
| 5,468,118         | 11/21/95    | LePoire            | Apparatus for Stacking Wood Roof Trusses  |
| 5,493,834         | 2/27/96     | Nelson             | Building Structures, Methods of Construction, and Wall Framing Section Therefor |

|           |          |                 |   |
|-----------|----------|-----------------|---|
| 5,497,591 | 3/12/96  | Nelson          | Metal Wall Framing  |
| 5,553,961 | 9/10/96  | Olden           | Hinge and Hinge Joint for Hingedly Connecting Structural Frame Members                                    |
| 5,707,204 | 1/13/98  | Haase           | Stacking Apparatus  |
| 5,729,950 | 3/24/98  | Hardy           | All-Metal Reinforcing Building Frame  |
| 5,735,087 | 4/7/98   | Olden           | Truss with Integral Hold Down Strap   |
| 5,819,412 | 10/13/98 | Olden           | Jig System for the Manufacture of Composite Joist and Method of Manufacturing Composite Joists Using Jigs |
| 5,833,222 | 11/10/98 | Olden, et al.   | Jig for Forming Multiple Trusses  |
| 5,854,747 | 12/29/98 | Fairlie         | Truss Jigging System  |
| 5,857,306 | 1/12/99  | Pellock         | Truss-to-Truss Assemblies and Connectors Therefor   |
| 5,884,448 | 3/23/99  | Pellock         | Truss Spacer and Support, Method of Use and Structures Made Therewith                                     |
| 5,899,042 | 5/4/99   | Pellock         | Cross Brace   |
| 5,933,957 | 8/10/99  | Haase           | Truss Assembly Apparatus with Independent Roller Drive  |
| 5,946,879 | 9/7/99   | Pellock         | In-Plane Brace for Web Members in Trusses and Truss with Braced Web Members                               |
| 5,970,678 | 10/26/99 | Pellock, et al. | T-Brace for Web Member of Steel Truss   |
| 5,987,828 | 11/23/99 | Hardy           | Self-Adjusting Tie Down   |
| 5,992,125 | 11/30/99 | Hardy           | Top Plate Brace   |
| 5,996,303 | 12/7/99  | Pellock         | Truss with Alternating Metal Web  |
| 6,048,165 | 4/11/00  | Karhumaki       | Apparatus for Packing Connector Plates  |
| 6,067,769 | 5/30/00  | Hardy           | Reinforcing Brace Frame   |
| 6,079,325 | 6/27/00  | LePoire, et al. | Trackless Gantry Press System   |



|           |          |               |   |
|-----------|----------|---------------|---|
| 6,112,968 | 9/5/00   | Jin, et al.   | Connector Plate Application<br>Apparatus with Connector Plate<br>Loading Alignment                            |
| 6,134,775 | 10/24/00 | Castillo      | Device for Applying Nailing<br>Plates to the Ends of Railroad<br>Ties and Nailing Plate Dispenser<br>Therefor |
| 6,145,684 | 11/14/00 | Olden         | Apparatus for Crating Elongate<br>Items Such as Tubs  |
| 6,148,583 | 11/21/00 | Hardy         | Reinforcing Brace Frame   |
| 6,170,688 | 1/9/01   | Olden         | Crating Methods and Apparatus   |
| 6,171,403 | 1/9/01   | Williams      | Corner Jack Connector with Prongs   |
| 6,212,849 | 4/10/01  | Pellock       | Pultruded Fiberglass Reinforced<br>Shear Panel  |
| 6,219,975 | 4/24/01  | Olden         | Truss with Integral Hold Down<br>Strap  |
| 6,247,627 | 6/19/01  | Olden, et al. | Apparatus for Connecting Wooden<br>Components   |
| 6,254,306 | 7/3/01   | Williams      | Skewable Connector for Metal<br>Trusses   |
| 6,256,862 | 7/10/01  | Olden, et al. | Coil Advance Drive for an<br>Apparatus for Applying Links of<br>Connector Plate Coils to Wooden<br>Frames     |
| 6,260,263 | 7/17/01  | Haase         | Truss Table with Flipper  |
| 6,260,327 | 7/17/01  | Pellock       | Structural Member of a Truss  |

**9. THE UNITED STATES PATENT APPLICATIONS ARE AS FOLLOWS:**

| <u>Serial No.</u> | <u>Filed</u> | <u>Inventor(s)</u> | <u>Title</u>  |
|-------------------|--------------|--------------------|---|
| 08/953,914        | 10/20/97     | Buck, III          | Laser Jigging System for Assembly<br>of Trusses and Method of Use |
| 09/303,027        | 4/30/99      | Tadich             | Structural Truss  |
| 09/499,103        | 2/4/00       | Olden              | Hinge and Hinge Joint for<br>Structural Frame Members             |
| 09/523,550        | 3/10/00      | Pellock            | Truss Brace and Truss Structure<br>Made Therewith                 |

|            |          |                 |  |
|------------|----------|-----------------|--|
| 09/547,507 | 4/12/00  | Olden, et al.   | Wall Frame Assembly Table                              |
| 09/553,414 | 4/20/00  | Haase           | Truss Assembly Apparatus with Independent Roller Drive |
| 09/596,138 | 6/16/00  | LePoire, et al. | Apparatus and Method for Fabricating Flat Trusses      |
| 09/608,323 | 6/30/00  | McQuinn, et al. | System for Truss Design and Construction               |
| 09/612,813 | 7/10/00  | Olden, et al.   | Apparatus for Connecting Wooden Components             |
| 09/681,151 | 1/29/01  | Pellock         | Roof Bracing and Braced Roof Structures                |
| 09/659,962 | 9/12/00  | Olden, et al.   | Pallet Edge Protection                                 |
| 09/760,912 | 1/16/01  | LePoire         | Lintel   |
| 60/238,717 | 10/6/00  | Kelley          | Apparatus for Cutting Webs Having Rounded Ends         |
| 60/241,544 | 10/18/00 | Wert, et al.    | Shearwall Structure and Fabrication Thereof            |

10. This is a nunc pro tunc assignment made on this 15th day of November, 2001, and shall be considered to have been made as of the 30th day of July, 2001.

**BH COLUMBIA, INC.**

By Marc D. Hamburg  
 Marc D. Hamburg  
 Title: President

ATTEST:

M. NAM  
 Secretary

Resistant

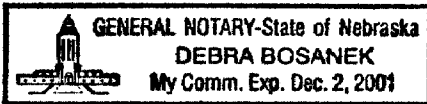
ACKNOWLEDGMENT

State of Nebraska )  
 ) SS.  
County of Douglas )

On this 15<sup>th</sup> day of November, 2001, before me personally appeared Marc D. Hamburg, to me known, who, being by me duly sworn, did depose and say that he is President of BH Columbia, Inc. the corporation described in and which executed the above instrument.

My Commission Expires:

Debra Bosanek  
Notary Public



(Notarial Seal)