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RE



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

OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

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03/26/02

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

1. Name of conveying party(ies):

Jeffrey E. Smith

3-28-02

2. Name and address of receiving party(ies)

Name: Amerimax Home Products, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 450 Richardson Drive

City: Lancaster State: PA Zip: 17604

Execution Date:

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

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)

10,109,077

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jack D. Todd

Internal Address: Morris, Manning & Martin, LLP

Street Address: 6000 Fairview Road

Suite 1125

City: Charlotte State: NC Zip: 28210

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Jack D. Todd

Name of Person Signing

Jack D. Todd
Signature

3/28/2002
Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS Jeffrey E. Smith, 1875 Hill Chase, Alpharetta, Georgia, 30022,

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

Apparatus and Method of Manufacturing Expanded Sheet Metal

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____ Filed on: _____; and

WHEREAS,

**Amerimax Home Products, Inc.,
450 Richardson Drive
Lancaster, PA 17604**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any applications for patent for the Invention in any and all foreign countries;
- Any patents for the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, conversation, confirmation, division, continuation and the like of any of the foregoing,
(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled

under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 25 day of March, 2002.

Jeffrey E. Smith
Jeffrey E. SMITH

Jeffrey E. SMITH

Witness #1 Signature

Jeffrey C. Bowling

Witness #1 Name (print)

2745 Bankers Industrial Dr.

Atlanta, GA 30360

Witness #1 Address

Kevin R. Tolnai

Witness #2 Signature

Kevin R. Tolnai

Witness #2 Name (print)

5545 Bankers Industrial Drive

Alpharetta, GA 30005-6776

Witness #2 Address

NOTARIZATION

State of Georgia
County of Fulton
United States of America

On this 26th day of March, 2002, personally appeared

Jeffrey E. Smith before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Edward A. Butler
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires January 5, 2004

My Commission Expires: _____

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 26th day of March, 2002

AMERIMAX HOME PRODUCTS, Inc.
Assignee

By: Neil E. Bashore

Neil E. Bashore
Name (print)

Exec. Vice President
Title

P. Corkum
Witness #1 Signature

Edwin J. Baker
Witness #2 Signature

PAT CORKUM
Witness #1 Name (print)

Edwin J. Baker
Witness #2 Name (print)

5701 MT. REPOSE LANE

13165 Birmingham Highway

NORCROSS, GA 30092

Alpharetta, GA 30004

Witness #1 Address

Witness #2 Address

NOTARIZATION

State of Georgia
County of Gwinnett
United States of America

On this 26th day of March, 2002, personally appeared

Neil E. Bashore before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Eric M. Dula
Notary Public
Notary Public, Gwinnett County, Georgia
My Commission Expires Nov. 18, 2004

My Commission Expires: _____