

10/1/02

10-11-2002

Form PTO-1595
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

ZMC, Inc., an Illinois corporation

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 18, 2002

2. Name and address of receiving party(ies)

Name: Spectra Metal Sales, Inc.

Internal Address: _____

Street Address: 6104 Boatrock Boulevard

City: Atlanta State: GA Zip: 30336

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)

B. Patent No.(s)

5,537,785 Fascia/Gutter with Channel

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robert H. Willis, Jr.

Internal Address: _____

Street Address: 259 Third Street North

St. Petersburg
City: _____ State: FL Zip: 33701

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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OCT - 1 AM '02
FINANCE SECTION

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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.

Robert H. Willis, Jr.

Name of Person Signing

Signature

7/26/02
Date

Total number of pages including cover sheet, attachments, and documents: 6

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

PATENT
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Form **PTO-1595**

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

CONTINUATION OF ITEM 4

B. Patent No.(s)

| | | |
|-----------|---------------------------|----------------|
| 5,735,084 | Fascia/Soffit Combination | April 7, 1998 |
| 5,797,220 | Fascia/Soffit Combination | April 25, 1998 |
| 369,653 | Rain Gutter Lip | May 7, 1996 |
| 383,966 | Gutter Bracket | September 1997 |

ASSIGNMENT OF PATENTS

WHEREAS, ZMC, INC., an Illinois corporation, ("ZMC"), of 1540 West Fullerton Avenue, Addison, Illinois 60101-3093 ("ASSIGNOR"), owns the entire right, title and interest in and to the patents listed on Schedule A attached hereto and made a part hereof and to the invention described and claimed in the aforesaid patents; and

WHEREAS, SPECTRA METAL SALES, INC., a Florida corporation, having its principal office at 6104 Boatrock Boulevard, Atlanta, GA 30336, ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest to the patents listed on Schedule A and to the invention described and claimed in the aforesaid patents; and

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a certain Asset Purchase Agreement dated September 19, 2002, pursuant to which ASSIGNOR has agreed to sell substantially all of the assets of ZMC to ASSIGNEE and ASSIGNEE has agreed to purchase substantially all of ZMC's assets including, without limitation, the patents listed on attached Schedule A and the invention described and claimed therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said patents listed on Schedule A attached hereto, including without limitation, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments due or payable from and after the effective date of this Assignment, including, without limitation, the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers to be used in connection with the patents set forth on attached Schedule A and any reissues, reexaminations, divisions, continuations renewals, extensions and continuations-in-part therefor, as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings to maintain, protect or enforce, or otherwise relating to, the aforesaid patents and patent applications or any reissues, divisions, continuations renewals, extensions and continuations-in-part therefor, and (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to maintain, protect or enforce the

aforesaid patent and any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor.

This Assignment includes the right, where such right can be legally exercised by ASSIGNEE, in its own name, to apply for and obtain patents in countries foreign to the United States of America, including the full right to claim for any such applications the benefits of the International Convention for Protection of Industrial Property or similar agreements, as fully and entirely as ASSIGNOR could have done if the applications had been filed in its name, and the entire interest in any patents which may be granted on any such applications in such foreign countries.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all Letters Patent that may be granted upon any patent application or any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor covered by this Assignment to ASSIGNEE, its successors and assigns.

ASSIGNOR hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR hereby grants to the law firm of Howard A. Balikov, Ltd. of Northbrook, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF, this Assignment has been duly executed by ASSIGNOR, this 18 day of September, 2002.

ZMC, INC.

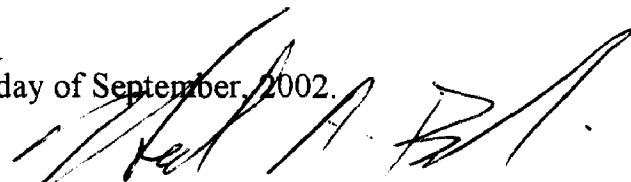
By: 

GREGORY R. ZACCAGNI, President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

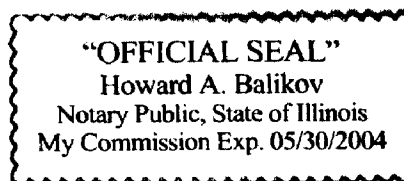
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY R. ZACCAGNI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as President ZMC, INC., he signed and delivered the said instrument in behalf of said corporation by authority of its board of directors, as his free and voluntary act, and the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18 day of September, 2002.



Notary Public

Commission expires _____, 20__



SCHEDULE A

1. UNITED STATES PATENTS:

| <u>PAT NO.</u> | <u>TITLE</u> | <u>ISS. DATE</u> | <u>EXP. DATE</u> | <u>MAINT. FEE</u> |
|----------------|----------------------------|------------------|------------------|-------------------|
| 5,537,785* | Fascia/Gutter with Channel | July 23, 1996 | | |
| 5,735,084* | Fascia-Soffit Combination | April 7, 1998 | | |
| 5,797,220* | Fascia-Soffit Combination | April 25, 1998 | | |
| 369,653 | Rain Gutter Lip | May 7, 1996 | | |
| 383,966 | Gutter Bracket | September, 1997 | | |

* Assignor and Assignee hereby agree that Assignor hereby agrees to assign to Assignee all right, title and interest of Assignor in and to United States Patents No. 5,537,785, No. 5,735,084 and No. 5,797,220, except that Assignor retains for itself, its successors, its assignees, and its licensees a perpetual, exclusive right to make, have made, import, sell and use a fascia-soffit combination conforming substantially to the fascia-soffit combination illustrated and described in United States Patents No. 5,735,084 and No. 5,797,220.

2. CANADIAN DESIGN REGISTRATION:

| | | |
|--------|----------------|----------------|
| 79,992 | Gutter Bracket | February, 1997 |
|--------|----------------|----------------|

3. FRENCH DESIGN REGISTRATION

| | | |
|---------|----------------|-------------|
| 962,574 | Gutter Bracket | April, 1996 |
|---------|----------------|-------------|

ZMC, INC.

By: 

GREGORY R. ZACCAGNI, President