

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

COLLATERAL ASSIGNMENT WITH REDACTED LICENSE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SMRSF LLC	12/22/2004
CONXTECH, INC.	12/22/2004

RECEIVING PARTY DATA

Name:	COLUMBUS NOVA PARTNERS, LLC
Street Address:	590 MADISON AVENUE
Internal Address:	38th FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 5

Property Type	Number
PCT Number:	US0127223
Application Number:	09943711
Application Number:	10689477
Application Number:	10884314
Application Number:	10882655

CORRESPONDENCE DATA

Fax Number: (202)371-5950

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-371-5904

Email: eanderso@winston.com

Correspondent Name: WINSTON & STRAWN LLP

Address Line 1: 1400 L STREET, N.W.

Address Line 2: PATENT DEPARTMENT

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005-3502

PATENT

500015668

REEL: 015485 FRAME: 0709

CH \$200.00 US0127223

NAME OF SUBMITTER:

Jeffrey A. Wolfson

Total Attachments: 23

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COLLATERAL ASSIGNMENT OF LICENSE AGREEMENT

THIS COLLATERAL ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") dated as of December 22, 2004, is entered into by and between CONXTECH, INC., a Delaware corporation ("Assignor"), and COLUMBUS NOVA PARTNERS, LLC, a Delaware limited liability company ("Lender").

RECITALS

A. SMRSF LLC, a Delaware limited liability company ("SMRSF"), and Borrower entered into that certain License Agreement of even date herewith (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "License Agreement"), pursuant to which Assignor acquired the license to use certain patents of SMRSF.

B. Lender and Assignor have entered into that certain Loan and Security Agreement dated of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans and other financial accommodations to Assignor.

C. Assignor has granted to Lender a security interest in substantially all of their assets to secure payment of the "Obligations," as such term is defined in the Loan Agreement (hereinafter, the "Obligations").

D. As a condition to Lender's execution of the Loan Agreement, Assignor is required to assign to Lender, as additional security for the Obligations, all of its rights and remedies with respect to the representations, warranties, covenants and indemnities of SMRSF under the License Agreement (such representations, warranties, covenants and indemnities of SMRSF are collectively referred to herein as the "SMRSF Representations, Warranties, Covenants and Indemnities").

E. In order to induce Lender to enter in to the Loan Agreement and agree to provide the financial accommodations to Assignor, Assignor, with the consent of SMRSF, desires to assign its rights under the License Agreement to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein, all terms used herein shall have the meanings ascribed thereto under the Loan Agreement.

2. Assignor hereby assigns and transfers to Lender (and grants a security interest to Lender with respect to) as additional security for the repayment in full of the Obligations (a) all of Assignor's rights and remedies with respect to any and all of the SMRSF Representations, Warranties, Covenants and Indemnities and (b) all of Assignor's other rights under the License Agreement.

3. Assignor hereby irrevocably authorizes and empowers Lender or its agents, in the sole discretion of Lender, to assert either directly or on behalf of Assignor, any claims Assignor may, from time to time, have with respect to the SMRSF Representations, Warranties, Covenants and Indemnities or with respect to any and all payments due to Assignor under or pursuant to the License Agreement, as Lender may deem proper, and to apply the same on account of any of the Obligations. Assignor hereby irrevocably makes, constitutes and appoints Lender (and any officers, employees, or agents designed by Lender) as its true and lawful attorney (and agent-in-fact) for the purpose of enabling Lender or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove. Notwithstanding the foregoing, Lender agrees that, unless an Event of Default has occurred and is continuing, Assignor alone shall have the right to assert claims in connection with the SMRSF Representations, Warranties, Covenants and Indemnities; provided, that Assignor shall give Lender notice of any intention to assert any such claims and keep Lender informed of the status of any proceedings concerning such claims.

4. This Assignment shall continue in effect until all of the Obligations have been paid in full in cash and the Loan Agreement has been terminated in accordance with the terms thereof, at which time Lender shall release to Assignor Lender's interests in the SMRSF Representations, Warranties, Covenants and Indemnities and the other rights assigned to Lender hereby.

5. At any time or from time to time, upon Lender's written request, Assignor will execute and deliver to Lender such further documents and do such other acts and things as Lender may request in order to further effect the purposes of this Assignment or any schedule, amendment or supplement hereto, or a financing or continuation statement with respect hereto, in accordance with the laws of any applicable jurisdictions. Assignor hereby authorizes Lender to effect any such filing or recording statements (or amendments thereto) without the signature of Assignor, and Lender's costs and expenses with respect thereto shall be part of the Obligations and shall be payable by Assignor on demand.

6. Assignor hereby represents and warrants that:

- (a) the License Agreement is in full force and effect and is enforceable in accordance with its terms;
- (b) no default or event of default exists under the License Agreement;

(c) Assignor has full power, authority and legal right to assign its rights under each of the License Agreement pursuant to this Assignment;

(d) this Assignment has been duly authorized, executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(e) no consent of any Person and no consent, license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority, domestic or foreign, is required to be obtained by Assignor in connection with the execution, delivery or performance of this Assignment, except those that have been obtained or made prior to the date hereof;

(f) the execution, delivery and performance of this Assignment will not violate any provision of any statute or law or contractual obligation to which Assignor is a party or that purports to be binding upon Assignor or upon any of its assets or properties and will not result in the creation or imposition of any Lien on any of the assets of Assignor except for the security interest granted in favor of Lender as set forth herein; and

(g) to the best knowledge of Assignor, the representations and warranties of SMRSF contained in the License Agreement are true and correct in all material respects, and the covenants and conditions to be performed or satisfied by SMRSF under the License Agreement have been performed or satisfied.

7. Assignor hereby covenants and agrees that:

(a) it will not assign, pledge or otherwise encumber any of its right, title or interest under, in or to any of the License Agreement except for the assignment to Lender and its successors or assigns as set forth herein;

(b) it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of any of the License Agreement, the SMRSF Representations, Warranties, Covenants and Indemnities, or Lender's rights under this Assignment;

(c) it will not, except with the prior written consent of Lender, enter into any agreement amending or supplementing any of the License Agreement in any material respect that is adverse to the interests of Lender;

(d) it will deliver to Lender a copy of each demand, notice, communication or document of a material nature (except those received in the ordinary

course of business) delivered to or sent by it in any way relating to any of the License Agreement;

(e) it will keep Lender informed of all material circumstances known to it bearing upon the SMRSF Representations, Warranties, Covenants and Indemnities or any of the rights and remedies of Assignor under any of the License Agreement; and

(f) except as expressly permitted under the terms of the Loan Agreement, it will not grant any consents or waivers under any of the License Agreement without receiving the prior written consent of Lender.

8. Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. None of the terms or provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing, duly executed by Assignor and Lender. This Assignment and all obligations of the parties hereunder shall be binding upon the successors and assigns of Assignor and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and Lender's successors and assigns. **THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.**

10. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other party any communication with respect to this Assignment, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

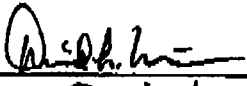
11. This Assignment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Collateral Assignment of License Agreement as of the date first set forth above.

"Assignor"

CONXTECH, INC.

By: 
Name: David L. Wronow
Title: President

"Lender"

COLUMBUS NOVA PARTNERS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Collateral Assignment of License Agreement as of the date first set forth above.

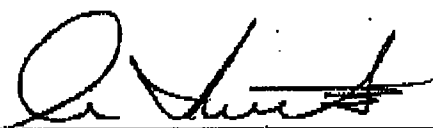
"Assignor"

CONXTECH, INC.

By: _____
Name: _____
Title: _____

"Lender"

COLUMBUS NOVA PARTNERS, LLC


By:  _____
Name: Andrew Fritscher
Title: Managing Partner

CONSENT OF SMRSF

Consented to as of the date first set forth above; provided, that SMRSF's consent shall not be construed or interpreted as creating any obligation by SMRSF to Lender (to provide notice, seek consent or otherwise), or as creating any direct rights by Lender against such SMRSF, unless and until Lender shall have acquired an ownership interest in the License Agreement by foreclosure or otherwise.

"SMRSF"

SMRSF LLC

By: 
Name: DAVID L. WITHERSPOON
Title: PRESIDENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of __th day of December, 2004 ("Effective Date") by and between SMRSF, LLC, a Delaware limited liability company having offices at 24493 Clawiter Road, Hayward, CA 94545 ("Licensor") and CONXTECH, INC. , a Delaware corporation having offices at 24493 Clawiter Road, Hayward, CA 94545 ("Licensee"). Licensee and Licensor may be referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. Licensor is the owner of certain patents and related rights (as defined below, "Patents") pertaining to the construction of steel-framed buildings.

B. Licensee is a manufacturer of steel-framed and other buildings.

D. Licensor desires to grant, and Licensee desires to accept, a license under the Patents to construct building frames and components of building frames.

AGREEMENT

NOW, THEREFORE, In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1.4 "Patents" means (a) all patents, patent applications and rights to file patent applications owned or controlled by Licensor as of the Effective Date including those patents and patent applications identified in Exhibit A; (b) all patents that issue from any patent application described in clause (a); (c) all patents that claim domestic or foreign priority of or subject matter

disclosed in any patent or patent application described in clause (a) or (b); and (c) all patents that issue through a continuation, divisional, continuation-in-part, reissuance, re-examination, certificate of correction, extension, or any foreign counterpart application of any patent or patent application described in clause (a), (b) or (c).

1.11 **"Sublicensee"** means a third party to whom Licensee grants a sublicense right with respect to any Patents.

2. LICENSE.

2.1 Grant. Licensor hereby grants to Licensee, and Licensee hereby accepts, a transferable (in accordance with Section 10.3), sublicenseable (in accordance with Section 2.2), nonexclusive, worldwide, royalty-bearing license under the Patents in the Field of Use to: (a) make, have made, use, offer for sale, sell, and import building frame components, including Patented Connectors and other columns, beams and interconnecting structures; (b) use such building frame components to make or have made building frames for use in the construction of buildings; and (c) otherwise practice the inventions claimed in the Patents.

2.2 Sublicensing. Licensee may sublicense the license rights granted to it under Section 2.1 to any subcontractor, contract manufacturer or other Sublicensee pursuant to a written agreement imposing on such Sublicensee terms consistent with the terms of this Agreement. Licensee will enforce the terms of its agreement with Sublicensees insofar as they are protective of Licensor's rights.

2.3 Covenant Not to Sue. Licensor agrees not to assert, or assist any third party in asserting, any action, claim, or demand against any person, including builders, developers or resellers, brokers, agents, buyers or tenants for infringement or misappropriation of any intellectual property of Licensor based on construction, use or sale of any building that is built using services or products (including Patented Connectors) sold by Licensee, its Affiliates, or any Sublicensee under the licenses granted in Sections 2.1. This covenant is intended to "run with" the intellectual property in question. Accordingly, if Licensor assigns any of its intellectual property to any third party, the assignment agreement must include a provision pursuant to which the assignee agrees that its ownership of such intellectual property is subject to, and it will comply with and honor, the covenant set forth in this Section 2.3.

6. WARRANTIES.

6.1 Mutual Representations and Warranties. Each party represents and warrants, solely to and for the benefit of the other, that: (a) it has the full right, power and authority to enter into this Agreement, grant the rights set forth herein and perform its obligations hereunder; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any other agreement by which it is bound; (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against it in accordance with its terms; and (d) it will comply with all applicable laws, regulations and orders of any governmental authority of competent jurisdiction in its performance of this Agreement.

6.2 Ownership and Non-Infringement. Licensor represents, warrants and covenants, to and for the benefit of Licensee, that: (a) Licensor exclusively owns and controls the Patents, free, clear and unencumbered by claims, liens, security interest, licenses, option rights or other interests of third parties; and (b) the exercise by Licensee of the rights licensed to it under this Agreement will not infringe, directly or indirectly, any intellectual property right of a third party under the laws of the United States or any other jurisdiction.

8. TERM AND TERMINATION.

8.1 Term. This Agreement will take effect on the Effective Date and will remain in effect until the last Patent has expired.

9. DISPUTE MANAGEMENT.

9.1 Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to that state's conflict of laws principles. Any legal action or other legal proceeding arising out of or relating to this Agreement or its subject matter, or the enforcement of any provision of this Agreement must be brought or otherwise commenced in any state court or federal court located in the County of San Francisco, California. Each party expressly and irrevocably consents and submits to the jurisdiction of each such state and federal court (and each appellate court located in the State of California) in connection with any such legal proceeding.

9.2 Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, such illegality, invalidity, or unenforceability will not render this Agreement illegal, invalid or unenforceable as a whole, such illegal, invalid, or unenforceable provision will be changed and interpreted so as to best accomplish the objectives of such provision, and the remaining provisions will remain in full force and effect.

10.4 Notice. Notices under this Agreement will be sufficient only if delivered by a major commercial rapid delivery courier service or mailed, postage prepaid, by certified or registered mail, return receipt requested, with a copy by facsimile, to a party at its addresses set forth below or as amended by notice pursuant to this Section 10.4. Any such notice will be deemed to have been delivered and received upon delivery. If not received sooner, notice by mail will be deemed received five (5) days after deposit in the U.S. mails so long as a copy was also sent contemporaneously by facsimile.

To Licensee: ConXtech, Inc.
24493 Clawiter Road
Hayward, CA 94545
Attention: Robert J. Simmons
Fax: (510) 264-1181
PH: (510) 264-9111

With copy to: Cooley Godward, LLP
One Maritime Plaza
San Francisco, California 94111
Attention: Kenneth Guernsey
Telephone: (415) 693-2000
Fax: (415) 951-3699

To Licensors: SMRSF LLC
24493 Clawiter Road
Hayward, CA 94545
Attention: David L. Witherow
Fax: (510) 264-1181
PH: (510) 264-9111

10.5 Assignment and Other Pledges of Rights. Licensors may not assign this Agreement, or assign or delegate any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Licensee, except that, subject to Section 10.6, Licensors may assign this Agreement, with prior written notice but without Licensee's written consent, to any of its Affiliates or in connection with a merger or consolidation of such party or in sale of substantially all of Licensors' assets relating to this Agreement; provided, however that the assignee in such circumstance agrees to be bound by all provisions of this Agreement applicable to the assigning party. Licensee may freely assign this Agreement or assign or delegate any rights or obligations hereunder upon providing notice to Licensors. Any attempted or purported assignment or delegation by either party in violation of this Section 10.5 will be null and void, except for Licensee's initial pledge of a security interest in this License as collateral that is being made concurrently with execution of this License and of which Licensors agrees that it has now been notified. Subject to the foregoing, this Agreement will be binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. Licensee may grant to its lenders or any other third party a security interest in, or otherwise pledge or mortgage, some or all of its rights under this Agreement, and such pledge,

assignment, or other transfer of such rights under this Agreement as a result of an enforcement of such security interest shall be permitted.

10.6 Transfer of IP. If Licensor desires to assign or otherwise transfer ownership or direct or indirect control to any third party of one or more Patents, then Licensor will (a) give written notice of the assignment or transfer (including the identity of the assignee or transferee) to Licensee at least thirty (30) days prior to such assignment or transfer, and (b) require as a condition to such transfer that the assignee or transferee agree in writing that the assignment or transfer is made subject to this Agreement and Licensee's rights hereunder, and that the assignee or transferee will abide by the relevant provisions of this Agreement. Notwithstanding any provision herein to the contrary, Licensor will not assign or otherwise transfer direct or indirect ownership or control of any Patent, whether by sale or through an acquisition, stock purchase, merger or other change-in-control transaction, to any individual or entity that competes with, or has an Affiliate that competes with, Licensee. Each party acknowledges and agrees that an actual or threatened breach by Licensor of the provisions contained in this Section 10.6 would result in immediate, irreparable and continuing damage to Licensee for which there may be no adequate remedy at law, and, notwithstanding the provisions of Sections 9.1 and 9.3, Licensee may apply to any court of competent jurisdiction for specific performance or injunctive relief to enforce or prevent any breach of this Section 10.6.

10.10 Entire Agreement. This Agreement, including all Exhibits, constitutes the final and entire agreement between the parties and is intended as the complete and exclusive statement thereof, regarding the Patents. This Agreement supersedes all prior or contemporaneous, agreements, understandings and communications between the parties (other than the Operating Agreement of the Licensor and related transaction documents referenced therein).

10.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into and deliver this Agreement as of the Effective Date.

SMRSE, LLC

CONXTech, INC.

By: 

By: 

Name: DAVID L. WITHEROW

Name: Robert J. Summers

Title: PRESIDENT

Title: CEO

SIGNATURE PAGE TO LICENSE AGREEMENT

EXHIBIT A**LETTERS PATENT AND PATENT APPLICATIONS**

File No.	Application No. (Publication No.)	Title	Type	Filed
BSIM.1000PCT (KHSMG301) ¹	PCT/US01/27223 (Pub. WO03/021061)	Moment-Resistant Building Frame Structure, Componentry and Method	PCT	8/30/01
BSIM.1000 (KHSMG301)	09/943,711 (Pub. 2003/0041549)	Moment-Resistant Building Frame Structure, Componentry and Method	USPA	8/30/01
BSIM.1000DIV	10/689,477	Moment-Resistant Building Frame Structure, Componentry and Method	USPA (DIV)	10/20/03
BSIM.1000BZ Brazil	PI 0305404-7	Moment-Resistant Building Frame Structure, Componentry and Method	BRAZIL	12/03/03
BSIM.1000PCT Japan	JP2003-525755	Moment-Resistant Building Frame Structure, Componentry and Method	JAPAN	2/27/04
BSIM.1000PCT Canada	2458706 (Pub. CA2458706)	Moment-Resistant Building Frame Structure, Componentry and Method	CANADA	8/30/01
BSIM.1000PCT Mexico	PA/A/2004/002964	Moment-Resistant Building Frame Structure, Componentry and Method	MEXICO	3/30/04
BSIM.1000PCT EP	1968363.0 (Pub. EP1425488)	Moment-Resistant Building Frame Structure, Componentry and Method	EP	8/30/01
BSIM.1000PCT Australia	2001288615	Moment-Resistant Building Frame Structure, Componentry and Method	AUSTRALIA	8/30/01
BSIM.1000PCT China	04411-IIIMP	Moment-Resistant Building Frame Structure, Componentry and Method	CHINA	4/22/04
SMRSF.002	10/884,314	Moment-Resistant Building Frame Structure, Componentry and Method	USPA	7/0/04
N/A	10/882,655	Moment-Resistant Building Frame Structure, Componentry and Method	USPA	7/2/04

¹ Patent BSIM.1000PCT (KHSMG301) is the SMRSF™ steel frame system.

Exhibit B