

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
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: 43

Property Type	Number
Application Number:	10102404
PCT Number:	US0208465
Application Number:	60424082
Application Number:	10699759
PCT Number:	US0413139
Application Number:	60424081
Application Number:	10700029
Application Number:	60424079
Application Number:	10700258
Application Number:	60424080
Application Number:	10699716
Application Number:	60425442
Application Number:	10700135
Application Number:	60438882

PATENT

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REEL: 015485 FRAME: 0734

CH \$1720.00 10102404

Application Number:	10750708
Application Number:	60461316
Application Number:	10818014
Application Number:	60449477
Application Number:	10781088
Application Number:	60503071
Application Number:	10938909
Application Number:	60460622
Application Number:	10812749
Application Number:	60460624
Application Number:	10798611
Application Number:	60460623
Application Number:	60460625
Application Number:	60463898
Application Number:	60503072
Application Number:	60605792
Application Number:	60605730
Application Number:	60605728
Application Number:	60605839
Application Number:	10961886
PCT Number:	US0410661
PCT Number:	US0429238
Application Number:	10931156
PCT Number:	US0429320
Application Number:	10935764
Application Number:	60617278
Application Number:	60617277
Application Number:	60605729
Application Number:	60617276

# CORRESPONDENCE DATA

Fax Number: (202)371-5950

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

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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

NAME OF SUBMITTER:

Jeffrey A. Wolfson

**Total Attachments: 8**

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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 22, 2004, is made by CONXTECH, INC., a Delaware corporation ("Grantor"), in favor of COLUMBUS NOVA PARTNERS, LLC, a Delaware limited liability company ("Lender").

### **RECITALS**

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Lender (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"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Lender this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Article I to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned or used by, or licensed to or from, Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

2.1 all of Grantor's Patents, Patent Applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or Published Patent Application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

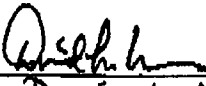
**4. Further Agreement.** The Grantor further agrees that it has the obligation, at its own cost unless otherwise consented to in writing by Lender, to maintain the value of the Intellectual Property Collateral, including without limitation the obligation to protect the Intellectual Property Collateral from infringement, unfair competition, dilution or other violation or damage by all appropriate actions including the commencement of legal action seeking injunction, damages, and other appropriate remedies, and to defend the Intellectual Property Collateral from claims of third party ownership, infringement, invalidity, unfair competition, or damage including the defense or any legal actions making such claims.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**

CONXTECH, INC.

By:   
Name: David L. Wittebeow  
Title: PRESIDENT

Agreed to and Acknowledged by:

**"Lender"**

COLUMBUS NOVA PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

PATENT  
REEL: 015485 FRAME: 0739

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

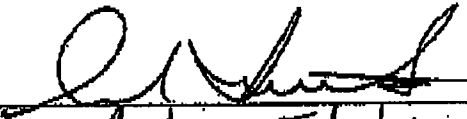
CONXTECH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Acknowledged by:

"Lender"

COLUMBUS NOVA PARTNERS, LLC

By:   
Name: Andrew J. Finkler  
Title: Managing Partner

PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

PATENT  
REEL: 015485 FRAME: 0740

**SCHEDULE I**  
to  
**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

**(PART A)**

**PATENTS AND PATENT APPLICATIONS**

<b>File No.</b>	<b>Application No. (Publication No.)</b>	<b>Title</b>	<b>Type</b>	<b>Filed</b>
BSIM.1001	CLOSED	Collar Structure with Divided, Paired Dovetail-Column Connectors	USPA	Closed
BSIM.1002A	10/102,404 (Pub. 2003/0172612)	Building Frame Structure	USPA	3/18/02
BSIM.1002PCT	PCT/US02/08465 (Pub. WO03/080951)	Building Frame Structure	PCT	3/18/02
BSIM.1002PCT-BZ	PI 0209851-2 (Pub. BR0209851)	Building Frame Structure	Brazil	6/18/02
BSIM.1003	CLOSED	Moment-Resistant Building Frame Employing Collar and Cable Beam/Column Interconnects	USPA	Closed
BSIM.1004P	60/424,082	Weld Preparation	USPROV	11/5/02
BSIM.1004	10/699,759 (Pub. 2004/0089699)	Beam End Weld Preparation	USPA	11/3/03
BSIM.1004PCT	PCT/US04/13139	Beam End Weld Preparation	PCT	4/27/04
BSIM.1005P	60/424,081	Column/Beam Interconnect Nut-and-Bolt Socket Configuration	USPROV	11/5/02
BSIM.1005	10/700,029 (Pub. 2004/0139683)	Column/Beam Interconnect Nut-and-Bolt Socket Configuration	USPA	11/3/03
BSIM.1006P	60/424,079	Structural Chase Beam	USPROV	11/5/02
BSIM.1006	10/700,258 (Pub. 2004/0237456)	Structural Chase Beam	USPA	11/3/03
BSIM.1007P	60/424,080	Angle-Section Column/Beam Connectors	USPROV	11/5/02
BSIM.1007	10/699,716 (Pub. 2004/0088944)	Angle-Section Column/Beam Connectors	USPA	11/3/03
BSIM.1008P	60/425,442	Pinwheel Bucket-Well column-Base Anchor Structure	USPROV	11/12/02
BSIM.1008	10/700,135 (Pub. 2004/0093818)	Bucket Column Base and Installation	USPA	11/3/03
BSIM.1009P	60/438,882	Hollow Tube Column-Top Davit Structure	USPROV	1/8/03
BSIM.1009	10/750,708 (Pub. 2004/0139682)	Building Frame with Open/Openable-Top, Hollow, Tubular Column Structure	USPA	1/2/04
BSIM.1010P	60/461,316	Matrix Frame/Panel Skin Building Structure	USPROV	4/8/03
BSIM.1010	10/818,014 (Pub. 2004/0200178)	Matrix Frame/Panel Skin Building Structure	USPA	4/5/04
BSIM.1011P	60/449,477	Overhead, Hidden Building-Conduit Infrastructure	USPROV	2/23/02



File No.	Application No. (Publication No.)	Title	Type	Filed
BSIM.1011	10/781,088	Plural-Story Building Structure with Floor-Bypass Utilities Infrastructure	USPA	2/17/04
BSIM.1012P	60/503,071	Rotational Method and Apparatus for Welding Beam-end Attaching Components to the Side of a Column	USPROV	9/14/03
BSIM.1012	10/938,909	Rotational Method and Apparatus for Welding Beam-end Attaching Components to the Side of a Column	USPA	9/9/04
BSIM.1013P	60/460,622	Building-Erection Structural Member Transporter	USPROV	4/3/03
BSIM.1013	10/812,749 (Pub. 2004/0197165)	Building-Erection Structural Member Transporter	USPA	3/29/04
BSIM.1014P	60/460,624	Telescope Sectioned Moment Column	USPROV	4/3/03
BSIM.1014	10/798,611 (Pub. 2004/0194419)	Telescope Sectioned Moment Column	USPA	3/10/04
BSIM.1015P	60/460,623	Column Penetration of Building Roof Structure	USPROV	4/3/03
BSIM.1016P	60/460,625	Tripod Base with Collar Stabilizer for Upright Column	USPROV	4/3/03
BSIM.1017P	60/463,898	Beam End Component Weld Preparation	USPROV	4/3/03
BSIM.1018P	60/503,072	Long Span Transitional Beam	USPROV	9/14/03
BSIM.1019P	60/605,792	Shear Wall Structure Employing Laterally Bounding Tubular Columns	USPROV	9/30/04
BSIM.1020P	60/605,730	Full-Depth Podium-Slab Anchor For Column Base	USPROV	9/30/04
BSIM.1021P	60/605,728	Slab-Embedded Base Plate Anchor for Column Base	USPROV	9/30/04
BSIM.1022P	60/605,839	Column to Base Slab Anchoring Using Central Concealed Anchor Bolt	USPROV	9/30/04
BSIM.1002PCT-AU	2002244318	Building Frame Structure	AUSTRALIA	9/8/04
BSIM.1002PCT-CN	2828574.3	Building Frame Structure	CHINA	9/17/04
BSIM.1002PCT-JP	JP2003-578664	Building Frame Structure	JAPAN	Filed
BSIM.1002PCT-MX	PA/a/2004/008991	Building Frame Structure	MEXICO	Filed
BSIM.1002PCT-EP	(Pub. EP1485542)	Building Frame Structure	EP	Filed
BSIM.1002PCT-CA	(Pub. CA2479217)	Building Frame Structure	CANADA	3/18/02
BSIM.1002B	10/961,886	Building Frame Structure	USPA	10/9/04
BSIM.1010PCT	PCT/US04/10661 (Pub. WO04/092496)	Matrix Frame/Panel Skin Building Structure	PCT	4/7/04
BSIM.1012PCT	PCT/US04/29238	Rotational Method and Apparatus for Welding Beam-end Attaching Components to the Side of a Column	PCT	9/8/04
BSIM.1018	10/931,156	Long-Span Transitional Beam	USPA	9/30/04
BSIM.1018PCT	PCT/US04/29320	Long-Span Transitional Beam	PCT	Filed

PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

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**PATENT**  
**REEL: 015485 FRAME: 0742**

File No.	Application No. (Publication No.)	Title	Type	Filed
BSIM.1023	10/935,764	Method & Structure for I-Beam End Geometry Stabilization	USPA	9/8/04
BSIM.1024P	60/617,276	Multi-Function Building Panel Beam Tube with Homogeneous Anchor Sites	USPROV	10/9/04
BSIM.1025P	60/617,278	Relative-Motion Tongue-and-Groove Building-Panel Interface	USPROV	10/9/04
BSIM.1026P	60/617,277	Inner-Building Panel Seal/Drain Interface	USPROV	10/9/04
BSIM.1027	N/A	Quick-Set Full-Moment Lock Column and Beam Building Frame System	USPA	11/11/04
BSIM.1028P	60/605,729	Architectural Cornice, Parapet and Column-Capping Module	USPROV	8/30/04

PATENT LICENSES			
Name	Licensor	Licensee	Number
License Agreement	SMRSF, LLC	ConXTech, Inc.	N/A

**(PART B)**  
**TRADEMARKS**

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
N/A	N/A	N/A	N/A

TRADEMARK APPLICATIONS			
Name	Date Filed or Issued	Serial Number	Status
CONX	May 27, 2004	78426496	As of 11/23/04, received but not reviewed
CONXCAD	December 20, 2004	78536472	As of Closing Date, received but not reviewed
CONXTECH	December 20, 2004	78536461	As of Closing Date, received but not reviewed

TRADEMARK LICENSES			
None			
Name	Licensor	Licensee	Number
N/A	N/A	N/A	N/A

**(PART C)**  
**COPYRIGHTS**

None.

PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT

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**RECORDED: 12/23/2004**

**PATENT**  
**REEL: 015485 FRAME: 0744**