# Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
Ν			ame	Execution Date
Aluma Systems Canada Inc.				07/29/2005
RECEIVING PARTY DATA				
Name: Br	Brand Services, Inc.			
Street Address: 15	15450 S. Outer Highway 40			
Internal Address: St	Suite 270			
City:	Chesterfield			
State/Country: M	MISSOURI			
Postal Code: 63	63017			
PROPERTY NUMBERS Total: 1 Property Type		Number		
Patent Number: 484		84170	Number	
CORRESPONDENCE DATA				
Fax Number: (314)345-4704				
Fax Number:(314)345-4704Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
Email: dtb@greensfelder.com				
Correspondent Name:Greensfelder, Hemker & Gale, P.C.Address Line 1:10 S. Broadway				
Address Line 2: 2000 Equitable Building				
Address Line 4: St. Louis, MISSOURI 63102				
NAME OF SUBMITTER:			Harvey L. Yusman	
Total Attachments: 3 source=Assignment 6#page1.tif source=Assignment 6#page2.tif source=Assignment 6#page3.tif				

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: ALUMA SYSTEMS CANADA INC.

ASSIGNEE: BRAND SERVICES, INC.

#### PATENT ASSIGNMENT

**THIS ASSIGNMENT** is made and entered into as of the <u>29th</u> day of <u>1010</u>, 2005, by and between ALUMA SYSTEMS CANADA, INC., an Ontario corporation on behalf of itself, its affiliates and/or related entities with an office located at 4810 Dufferin Street, Toronto, Ontario M3H 5S8 Canada ("Assignor"), and BRAND SERVICES, INC., a Delaware corporation, with an office located at 15450 S. Outer Highway 40, Suite 270, Chesterfield, Missouri 63017 ("Assignee").

## WITNESSETH:

WHEREAS, Assignor is the owner of all of the inventions (collectively, the "Inventions"), the respective United States Letters Patent issued thereon (collectively, the "Registrations") and the pending applications (collectively, the "Applications") as set forth on Schedule A attached hereto and by reference incorporated herein;

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated the 19<sup>th</sup> day of May, 2005 (the "APA") pursuant to which Assignor and its affiliates or related entities agreed to sell, transfer and assign to Brand Services, Inc. certain assets, including but not limited to, all right, title and interest in and to all inventions, patents, patent rights, patent applications, and any reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application used in connection with Assignor's Business (collectively, the "Intellectual Property");

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA;

**WHEREAS,** Assignor has made representations, warranties and covenants in the APA with respect to the assets being sold and transferred;

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Inventions, the Registrations, the Applications, all patent rights arising therefrom and the respective registrations which have been granted or may issue thereon (the "Contemplated Registrations"), along with the right to sue and recover damages and profits for past infringements thereof; and

**WHEREAS**, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Inventions, the Registrations, the Applications and the Contemplated Registrations along with the right to sue and recover damages and profits for past infringements thereof.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably, assigns, transfers and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Inventions, the Registrations, the Applications and the Contemplated Registrations for the United States and throughout the world along with the right to sue and recover damages and profits for past infringements thereof.

Assignor further grants to Assignee, its successors and assigns, the right to claim for any Application the full benefit of any international agreement between the United States and any foreign country or countries.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and deliver such further instruments that Assignee, in its sole discretion, may require as

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may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned.

All representations, warranties and covenants of Assignor under the APA with respect to the Intellectual Property are hereby made by Assignor in favor of Assignee as if set forth herein *in extenso*. All such representations, warranties and covenants of Assignor shall survive the execution and delivery of this Assignment in accordance with the terms of the APA.

In furtherance of effectuating the intent of the APA, including the assignment, conveyance and transfer of Intellectual Property described herein, and accordingly, establishing ownership thereto, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in Assignor's place, stead and on behalf of Assignor, from time to time in Assignee's sole discretion, to modify Schedule A attached hereto by deletion or clarification without the necessity of Assignor's signature, and to file any photographic, or other reproduction of the amended Assignment for recordation in the United States Patent and Trademark Office.

It is hereby respectfully acknowledged that this Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Registrations and the Applications herein described.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

#### ASSIGNOR:

ALUMA SYSTEMS, CANADA INC. TURNUA By: Name: ori Evani Title: Secretan

## SCHEDULE A TO PATENT ASSIGNMENT BY AND BETWEEN ALUMA SYSTEMS CANADA INC. AND BRAND SERVICES, INC.

## **U.S. Letters Patent**

<u>Title</u>

U.S. Patent Registration No.

4,841,708

1. Bolted Aluminum Shoring Frame

Issuance Date

June 27, 1989

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**RECORDED: 08/04/2005** 

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