

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Cookson Company	05/28/2008
RECEIVING PARTY DATA	
Name:	CCAC, Inc.
Street Address:	2417 South 50th Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85043
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6155324
Patent Number:	6225768
CORRESPONDENCE DATA	
Fax Number:	(570)706-3422
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	570-826-5642
Email:	jlong@rjglaw.com
Correspondent Name:	Jaime Long
Address Line 1:	15 S. Franklin St.
Address Line 4:	Wilkes-Barre, PENNSYLVANIA 18711-0075
ATTORNEY DOCKET NUMBER:	15790-50
NAME OF SUBMITTER:	Jaime Long

Total Attachments: 16
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "**Assignment**") is made and delivered as of the 28th day of May, 2008 (the "Closing Date"), to be effective as of the Effective Time, by THE COOKSON COMPANY ("**Seller**"), a California corporation, in favor and for the benefit of CCAC, INC. ("**Purchaser**"), a Delaware corporation (Seller and Purchaser are sometimes collectively referred to in this Assignment as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 12, 2008 by and between Seller and Purchaser (the "**Purchase Agreement**"), the terms of which are incorporated herein by reference.

RECITALS

WHEREAS, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Intellectual Property (as hereinafter defined), under the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, pursuant to Section 14.1(B) of the Purchase Agreement, Seller is required to execute and deliver to Purchaser this Assignment at the Closing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and intending to be legally bound hereby, and upon the terms and subject to the conditions of the Purchase Agreement, Seller and Purchaser hereby agree as follows:

1) Conveyance. Upon the terms and subject to the conditions of the Purchase Agreement, Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest throughout the world in and to all intellectual property owned, used, or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest ("Intellectual Property"), including, without limitation:

a) All patents and patent applications (each, a "Patent"), including, without limitation, the Patent registrations and applications that are listed on Attachment 1 to this Assignment;

b) Seller's corporate name, all assumed or trade names, whether or not registered, and all registered trademarks that are still in effect and any unregistered trademarks, service marks, trade dress, logos, or other source or business identifiers and applications, including, without limitation, any pending applications for registration of trademarks or service marks, that pertain to or are used in the Manufacturing Operations, including, without limitation, those registrations and applications listed on Attachment 1 to the Trademark Assignment attached hereto as Exhibit A;

c) All registered and unregistered copyrights in both published works and unpublished works (each, a "Copyright"), including, without limitation, those Copyright registrations and applications listed on Attachment 2 to this Assignment;

d) rights in mask works;

e) All computer software and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith to the extent assignable (with or without the Consent of any licensor) ("Software"), including, without limitation, the Software listed on Attachment 3 to this Assignment;

f) All know-how, trade secrets, confidential or proprietary information, customer lists, information systems, technical information, data, process technology, plans, designs, drawings and blue prints;

g) All internet domain names registered to the Seller, and Seller's rights in internet web sites and the contents thereof used in connection with the Manufacturing Operations, to the extent owned by or licensed to Seller, including, without limitation, the internet domain names listed on Attachment 1 to the Domain Name Assignment attached hereto as Exhibit B; and

h) All inventions and discoveries that may be patentable.

Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that the rights being transferred to Purchaser by Seller under this Assignment include Seller's rights to prosecute and maintain the Intellectual Property and to sue and recover damages for past, present, or future infringement of the Intellectual Property and any other rights, claims and privileges pertaining to the Intellectual Property, including, without limitation, any goodwill associated with or symbolized by the Intellectual Property.

2) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, as provided in Section 25.9 of the Purchase Agreement.

3) Relation to Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4) Further Assurances. Seller hereby covenants with Purchaser and its successors and assigns that, from time to time after the Closing, Seller will execute and deliver to

Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may reasonably be requested by Purchaser in order to vest in Purchaser title in and to the Intellectual Property, as contemplated by the Purchase Agreement, and to carry out the intent and purposes of this Assignment. Without limiting the generality of the foregoing, Seller hereby covenants with Purchaser and its successors and assigns to take all actions reasonably requested by Purchaser and shall execute any documents as may be reasonably requested by Purchaser from time to time to fully vest or perfect in Purchaser all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of the assignments attached hereto as Exhibits A and B and providing documents and information useful or necessary for Purchaser or its successors, assigns, affiliates, designees or agents to prosecute or maintain any registration or application for any Intellectual Property, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property and/or the past, present and/or future infringement of the Intellectual Property.

5) Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

6) Counterparts. This Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed as of the Closing Date, to be effective as of the Effective Time.

SELLER:

ATTEST:

THE COOKSON COMPANY:

By: RGK

By: [Signature]
Name: [Signature]
Title: [Signature]

PURCHASER:

ATTEST:

CCAC, Inc.:

By: _____

By: _____
Name: _____
Title: _____

SIGNATURE PAGE – ASSIGNMENT OF INTELLECTUAL PROPERTY

6) Counterparts. This Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed as of the Closing Date, to be effective as of the Effective Time.

SELLER:

ATTEST:

THE COOKSON COMPANY:

By: _____

By: _____

Name: _____

Title: _____

PURCHASER:

ATTEST:

CCAC, Inc.:

By: *J. J. Mayanik*

By: *Andrew Corbett*

Name: Andrew Corbett

Title: CEO

SIGNATURE PAGE -- ASSIGNMENT OF INTELLECTUAL PROPERTY

ATTACHMENT 1 TO ASSIGNMENT OF INTELLECTUAL PROPERTY

PATENTS

No. 6155324	Issue Date 12/5/2000	Apparatus and method for operating a door
No. 6225768	Issue Date 5/01/2001	Automatic door safety system with multiple safety modes

ATTACHMENT 2 TO ASSIGNMENT OF INTELLECTUAL PROPERTY

COPYRIGHTS

All of Seller's rights in the following works (none of which have been registered):

Phantom Featheredge - Ad Reprint
Cookson Behind Every Door - Ad Reprint
Fire Door - Ad Reprint
Architectural Binder Ad
Phantom Featheredge Flyer
Series 22 Flyer
FD-2A Flyer
Insulated Fire Door Flyer
ACE Grille Flyer
Operational Wind Load Service Door Flyer
28 Page Capabilities Brochure (Black)
Fire Products Brochure
4 Page Sweets
Color Cote Chart
Fire Products/ Installation/ Phantom Featheredge DVD

ATTACHMENT 3 TO ASSIGNMENT OF INTELLECTUAL PROPERTY

SOFTWARE

Friedman Corp. Licensed Programs
Clearbuilt Access
OSAM Document Solutions

EXHIBIT A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and delivered as of this ___ day of _____ 2008 (the "Closing Date"), to be effective as of 12:01 a.m. on the Closing Date, by THE COOKSON COMPANY ("Seller"), a California corporation, in favor and for the benefit of CCAC, INC. ("Purchaser"), a Delaware corporation (Seller and Purchaser are sometimes collectively referred to in this Trademark Assignment as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 12, 2008 by and between Seller and Purchaser (the "Purchase Agreement"), the terms of which are incorporated herein by reference.

RECITALS

WHEREAS, Seller and Purchaser have entered into an Assignment of Intellectual Property of even date herewith (the "Assignment"), pursuant to which, *inter alia*, Seller has agreed to assign the Marks (as hereinafter defined) to Purchaser; and

WHEREAS, pursuant to Section 4 of the Assignment, Seller is required to execute and deliver to Purchaser this Trademark Assignment at the Closing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained in this Trademark Assignment, the Assignment, and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and intending to be legally bound hereby, and upon the terms and subject to the conditions of the Assignment and the Purchase Agreement, Seller and Purchaser hereby agree as follows:

1) Conveyance. Upon the terms and subject to the conditions of the Purchase Agreement and the Assignment, Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest throughout the world in and to Seller's corporate name, all assumed or trade names, whether or not registered, and all registered trademarks that are still in effect and any unregistered trademarks, service marks, trade dress, logos, or other source or business identifiers and applications, including, without limitation, any pending applications for registration of trademarks or service marks, that pertain to or are used in the Manufacturing Operations ("Marks"), including, without limitation, the Marks which are the subject of the registrations and pending applications identified in Attachment 1 attached hereto, and the registrations and applications for registration relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

2) Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, as provided in Section 25.9 of the Purchase Agreement.

3) Relation to Purchase Agreement and Assignment. This Trademark Assignment is executed and delivered pursuant to the Purchase Agreement and the Assignment and nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement or the Assignment. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement and/or the Assignment, the terms of the Purchase Agreement and/or the Assignment shall govern.

4) Further Assurances. Seller hereby covenants with Purchaser and its successors and assigns that, from time to time after the Closing, Seller will execute and deliver to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may reasonably be requested by Purchaser in order to vest in Purchaser title in and to the Marks as contemplated by the Purchase Agreement and the Assignment, and to carry out the intent and purposes of this Trademark Assignment.

5) Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

6) Counterparts. This Trademark Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be executed as of the Closing Date, to be effective as of 12:01 a.m. on the Closing Date.

SELLER:

ATTEST:

THE COOKSON COMPANY:

By: _____

By: _____

Name: _____

Title: _____

PURCHASER:

ATTEST:

CCAC, Inc.:

By: _____

By: _____

Name: _____

Title: _____

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

TRADEMARKS

Mark	Application/Registration Number	Filing Date/ Registration Date
COOKSON & DESIGN	1,063,721	4/19/1977
FIREFLY (stylized)	1,142,357	12/9/1980

EXHIBIT B

DOMAIN NAME ASSIGNMENT

This **DOMAIN NAME ASSIGNMENT** ("**Domain Name Assignment**") is made and delivered as of this ___ day of _____ 2008 (the "Closing Date"), to be effective as of 12:01 a.m. on the Closing Date, by THE COOKSON COMPANY ("**Seller**"), a California corporation, in favor and for the benefit of CCAC, INC. ("**Purchaser**"), a Delaware corporation (Seller and Purchaser are sometimes collectively referred to in this Domain Name Assignment as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 12, 2008 by and between Seller and Purchaser (the "**Purchase Agreement**"), the terms of which are incorporated herein by reference.

RECITALS

WHEREAS, Seller and Purchaser have entered into an Assignment of Intellectual Property of even date herewith (the "**Assignment**"), pursuant to which, *inter alia*, Seller has agreed to assign the Internet Property (as hereinafter defined) to Purchaser; and

WHEREAS, pursuant to Section 4 of the Assignment, Seller is required to execute and deliver to Purchaser this Domain Name Assignment at the Closing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained in this Domain Name Assignment, the Assignment, and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and intending to be legally bound hereby, and upon the terms and subject to the conditions of the Assignment and the Purchase Agreement, Seller and Purchaser hereby agree as follows:

1) **Conveyance**. Upon the terms and subject to the conditions of the Purchase Agreement and the Assignment, Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns forever, all of Seller's right, title and interest throughout the world in and to all internet domain names presently registered to Seller and in effect in connection with the Manufacturing Operations, and Seller's rights in internet web sites and the contents thereof used in connection with the Manufacturing Operations, to the extent owned by or licensed to Seller ("**Internet Property**"), including, without limitation, the internet domain names listed on **Attachment 1** attached hereto, together with any and all related goodwill.

2) **Action to Record**. In conjunction with the transfer of the Internet Property, Seller shall carry out the formal transfer of the Internet Property to Purchaser in accordance with the applicable domain name transfer procedure for the Internet Property ("**Transfer Procedure**") and provide authorization to the applicable internet service provider(s)/web

hosting compan(ies) for the Internet Property to transfer ownership and title to the Internet Property to Purchaser. Seller agrees that it will execute any and all documents that may be necessary to perfect Purchaser's rights in and to the Internet Property, including, without limitation, such documents as are necessary to effect the formal transfer of the Internet Property to Purchaser in accordance with the Transfer Procedure.

3) Successors and Assigns. This Domain Name Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, as provided in Section 25.9 of the Purchase Agreement.

4) Relation to Purchase Agreement and Assignment. This Domain Name Assignment is executed and delivered pursuant to the Purchase Agreement and the Assignment and nothing in this Domain Name Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement or the Assignment. To the extent that any provision of this Domain Name Assignment conflicts or is inconsistent with the terms of the Purchase Agreement and/or the Assignment, the terms of the Purchase Agreement and/or the Assignment shall govern.

5) Further Assurances. Seller hereby covenants with Purchaser and its successors and assigns that, from time to time after the Closing, Seller will execute and deliver to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may reasonably be requested by Purchaser in order to vest in Purchaser title in and to the Internet Property as contemplated by the Purchase Agreement and the Assignment, and to carry out the intent and purposes of this Domain Name Assignment.

6) Governing Law. This Domain Name Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

7) Counterparts. This Domain Name Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Domain Name Assignment to be executed as of the Closing Date, to be effective as of 12:01 a.m. on the Closing Date.

SELLER:

ATTEST:

THE COOKSON COMPANY:

By: _____

By: _____

Name: _____

Title: _____

PURCHASER:

ATTEST:

CCAC, Inc.:

By: _____

By: _____

Name: _____

Title: _____

ATTACHMENT 1 TO DOMAIN NAME ASSIGNMENT

DOMAIN NAMES

cooksondoor.com
accesscookson.com