

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Roofers Mart of Wisconsin, Inc.	07/24/2012
RECEIVING PARTY DATA	
Name:	Stephen R. Francis
Street Address:	2931 Dominion Drive
City:	Maryville
State/Country:	TENNESSEE
Postal Code:	37803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6415570
CORRESPONDENCE DATA	
Fax Number:	8655234478
Phone:	8659345073
Email:	RRobinson@LNG-Patent.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Luedeka Neely Group, P.C.
Address Line 1:	PO Box 1871
Address Line 4:	Knoxville, TENNESSEE 37901
ATTORNEY DOCKET NUMBER:	67810.00
NAME OF SUBMITTER:	Michael E. Robinson
Total Attachments: 4 source=6781000-topto-20120726-fully_executed_IP_Rights_Agreement#page1.tif source=6781000-topto-20120726-fully_executed_IP_Rights_Agreement#page2.tif source=6781000-topto-20120726-fully_executed_IP_Rights_Agreement#page3.tif source=6781000-topto-20120726-fully_executed_IP_Rights_Agreement#page4.tif	

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PATENT

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Roofers Mart of Wisconsin, Inc., a corporation of the State of Wisconsin, having a business address at 4710 North 1241 h Street, Wauwatosa, Wisconsin 53225 hereinafter, "Grantor"), for the avoidance of any doubt, has, as of at least on the date indicated below in Grantor' signature block, irrevocably assigned, conveyed, transferred, and released and hereby does irrevocably transfer, assign, convey, and release to Stephen R. Francis ("Grantee"), having a home address 2931 Dominion Drive, Maryville, Tennessee 37803, his successors and assigns, in perpetuity, all of its right, title, and interest of every kind or nature, throughout the world including, but not limited to, any and all rights of copyright¹, trademark (including U.S. trademark registration number 2,649,970 for the mark QUICKET including any and all goodwill associated therewith), patent and any and all other rights such as any license rights, contract rights, or exclusive rights of any kind and nature whatsoever, in and to and directly related to U.S. Patent Number 6,415,570 to Wentz entitled "Modular Roofing System and Assembly" and in and to any and all parent, divisional, continuation, and/or continuation-in-part patent applications based thereon, and any and all reexamination or reissued patents thereof or related thereto which have been or may be issued in the United States or anywhere in the world and all convention and treaty rights throughout the world in and to all such subject matter, together with any and all goodwill associated therewith and all rights of action, if any, pertaining to any and all of the rights and interests assigned herein, including the right to sue and recover any and all monetary, injunctive, and other available remedies or relief available at law or equity for any and all infringements including past infringement and any other violations of any rights pertaining to such patent(s) (hereinafter, collectively, the "Subject Matter").

Grantor further covenants with Grantee, his successors, assigns and legal representatives, and represents and warrants that no assignment, grant, mortgage, or pledge affecting the rights and properties herein conveyed has been made by Grantor to any person or entity other than Grantee or its predecessors, and that the full right to assign, transfer, and convey the same as herein expressed has been and is possessed by Grantor. Grantor also pledges and agrees to provide reasonable assistance to Grantee and execute all other documents reasonably requested by Grantee in order to insure, confirm, or establish that Grantee owns all of Grantor's right, title, and interest in and to all Subject Matter (provided that, for the avoidance of doubt, Grantee is responsible for all prospective costs or fees of any registrations or filings with governmental authorities) and that, to the best of Grantor's knowledge and belief, all interests and rights appurtenant thereto owned by Grantor including, but not limited to, all such rights and interests referred to herein are now owned and possessed by Grantee.

Grantor agrees to and does in fact hold harmless, defend and indemnify Grantee from and against any and all claims of liability, demands, judgments or causes of action and/or allegations of damages or injuries of any kind, and all associated costs and expenses related thereto (including, but not limited to, reasonable attorneys' fees and costs) to the extent arising out of any breach of Grantor's warranty set forth in the first sentence of the preceding paragraph. Notwithstanding anything in this agreement to the contrary, other than as specifically provided in the first sentence of the preceding paragraph, Grantor makes no warranties or representations whatsoever regarding the Subject Matter, either express or implied, arising by law or otherwise, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall Grantor have any obligation or liability to the Grantee with respect to the production or use of the Subject Matter arising from tort, or for loss of revenue or profit, or for incidental or consequential damages. Grantee hereby acknowledges and agrees that he is familiar with

¹ The term "Copyright" as used herein is to be understood as including, but not being limited to, all of the rights as delineated in 17 U.S.C. § 101 *et seq.* as well as any other copyrights, if any, throughout the world.

the Subject Matter and has conducted sufficient due diligence with respect thereto prior to entering into this agreement to satisfy himself as to the utility and usefulness of the Subject Matter and the reasonableness of the consideration provided hereunder; Grantee understands that, other than the specific warranty provided in the first sentence of the preceding paragraph, the Subject Matter is provided "AS IS" with no warranties whatsoever, including any warranties of fitness for a particular purchase or merchantability. Grantee agrees to and does in fact hold harmless, defend and indemnify Grantor from and against any and all claims of liability, demands, judgments or causes of action and/or allegations of damages or injuries of any kind, and all associated costs and expenses related thereto (including, but not limited to, reasonable attorneys' fees and costs) to the extent arising out of any use of the Subject Matter after the date of this Agreement, other than to the extent arising from claims subject to Grantor's indemnity obligation set forth above.

As the assignor assigning, *inter alia*, U.S. Patent Number 6,415,570 and U.S. trademark registration number 2,649,970 for the mark QUICKET including any and all goodwill associated therewith to Grantee, Grantor will not challenge the validity of the U.S. Patent Number 6,415,570 or U.S. trademark registration number 2,649,970 for the mark QUICKET, nor will Grantor raise the issue of validity of U.S. Patent Number 6,415,570 or U.S. trademark registration number 2,649,970 for the mark QUICKET as a defense.

This agreement shall be binding upon Grantor and Grantee and their respective heirs, legal representatives and assigns.

This agreement shall be governed in accordance with the laws of the State of Tennessee. All disputes under this agreement shall, if commenced by Grantor, be resolved by the courts of the State of Tennessee, including the U.S. District Court for the Eastern District of Tennessee, and, if commenced by Grantee, by the courts of the State of Wisconsin, including the U.S. District Court for the Eastern District of Wisconsin, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the agreement.

This Agreement may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. A scanned copy, photocopy, or facsimile transmission copy of an original signed version of this agreement shall be deemed an original for all purposes.

This agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this agreement.

[This section intentionally left blank]

IN WITNESS THEREOF, each party has duly executed this Agreement, or caused the same to be executed by an authorized representative as follows:

Roofers Mart of Wisconsin, Inc.

Lynne A. Smith
Lynne A. Smith, President
aka Lynne A. Claude
Date: 7/24/12

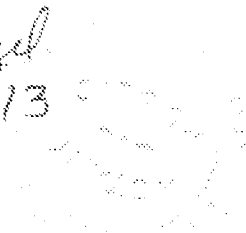
NOTARIZATION

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

Before me, a notary public of the state and county mentioned, personally appeared Lynne A. Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be President of Roofers Mart of Wisconsin, Inc., the within named party, a corporation, and that she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and seal, at office in BROOKFIELD, WI, this 24 day of JULY, 2012.

Gaurin M. Brunel
Notary Public
My Commission Expires: 3-17-13



By: _____
Stephen R. Francis

Date: _____

NOTARIZATION

STATE OF _____)
COUNTY OF _____) ss

Before me, a notary public of the state and county mentioned, personally appeared Stephen R. Francis with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 2012.

Notary Public
My Commission Expires: _____

IN WITNESS THEREOF, each party has duly executed this Agreement, or caused the same to be executed by an authorized representative as follows:

Roofers Mart of Wisconsin, Inc.

By: _____
Lynne A. Smith, President

Date: _____

NOTARIZATION

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a notary public of the state and county mentioned, personally appeared Lynne A. Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be President of Roofers Mart of Wisconsin, Inc., the within named party, a corporation, and that she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 2012.

Notary Public
My Commission Expires: _____

By: Stephen R. Francis
Stephen R. Francis

Date: 7-6-12

NOTARIZATION

STATE OF Michigan)
) ss
COUNTY OF Eaton)

Before me, a notary public of the state and county mentioned, personally appeared Stephen R. Francis with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, at office in Lansing, this 6th day of July, 2012.

Abbie Pepper
Notary Public
My Commission Expires: 5/14/18

