

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2659868

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRUSS INDUSTRY PRODUCTION SYSTEMS, INC.	12/10/2013
RECEIVING PARTY DATA	
Name:	MITEK USA, INC.
Street Address:	14515 NORTH OUTER FORTY DRIVE
Internal Address:	SUITE 300
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7913986
CORRESPONDENCE DATA	
Fax Number:	(314)231-4342
Phone:	314.345.7000
Email:	uspatents@senniger.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SENNIGER POWERS LLP
Address Line 1:	100 NORTH BROADWAY
Address Line 2:	17TH FLOOR
Address Line 4:	ST. LOUIS, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	MLP 7711.USC5 (3)
NAME OF SUBMITTER:	JODI A. GALLOP
Signature:	/Jodi A. Gallop/
Date:	12/24/2013

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Total Attachments: 8

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") is made and delivered as of December 13, 2013 (the "Effective Date") by:

Truss Industry Production Systems, Inc.,  
a corporation incorporated under the laws  
of South Dakota

\_\_\_\_\_  
("Seller")

in favor of:

MiTek USA, Inc.

\_\_\_\_\_  
("Buyer").

**WHEREAS**, Buyer, Seller, Clyde R. Fredrickson, Terry L. Fredrickson, Marge Kraft, and Josh J. Kraft, Luke W. Kraft and Matthew J. Kraft, as Co-Trustees of the John A. Kraft Family Trust have entered into that certain Asset Purchase Agreement dated as of November 6, 2013 (the "Asset Purchase Agreement") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Under the terms of the Asset Purchase Agreement, Seller agreed to sell, convey, assign, transfer, and deliver to Buyer, among other things, all of Seller's right, title and interest in and to the Intellectual Property Assets, including without limitation, those shown on Exhibits 1 through 4 attached hereto (collectively, the "Included Intellectual Property").

**NOW THEREFORE**, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all right, title and interest in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all patents, trademarks and service marks included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to Buyer hereby. Seller shall use best efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and

delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

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# EXHIBIT I PATENTS

<u>Title</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Assignee</u>
Automatic truss jig setting system	ACTIVE Next fee window opens: 10/23/2015	12/728,941 (Continuation of US appl. no. 11/139,937)	2010-03-22	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 12/20/2014	11/648,261	2006-12-29	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 04/12/2014	11/035,223 (Continuation-In-Part of US appl. no. 10/780,477)	2005-01-13	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 03/29/2014	12/082,885 (Continuation of US appl. no. 11/139,937)	2008-04-15	Truss Industry Production Systems, Inc.  (No assignment recorded, but this is a continuation application)
Automatic truss jig setting system	ACTIVE Next fee window opens: 08/22/2013	11/286,639 (Continuation of US appl. no. 11/139,937)	2005-11-23	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 05/31/2016	10/780,477 (Continuation of US appl. no. 10/369,038)	2004-02-17	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Next fee window opens: 03/30/2015	10/369,038	2003-02-18	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	PENDING Response to Non-Final Office Action filed 12/6/2013	13/657,467 (Continuation of US appl. no. 12/728,941)	2012-10-22	Truss Industry Production Systems, Inc.  (No assignment recorded, but this is a continuation application)
Automatic truss jig setting system	ABANDONED 07/19/2010	11/139,937 (Continuation of US appl. no. 10/369,038 and 10/780,477)	2005-05-27	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	ACTIVE Issued as U.S. Patent No. 8,573,574 on 2013-11-5	13/084,171 Continuation of U.S. appl. no. 11/035,223	2011-04-11	Truss Industry Production Systems, Inc.
Automatic truss jig setting system	PENDING Awaiting first Office Action	14/069,836 Continuation of U.S. appl. no. 13/084,171	2013-11-01	Truss Industry Production Systems, Inc.  (No assignment recorded, but this is a continuation application)

<u>Title</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Assignee</u>
Automatic truss jig system	EXPIRED (National phase in JP, CA and AU)	PCT/US2004/004455 (Priority: US appl. no. 10/369,038)	2004-02-17	Truss Industry Production Systems (as shown on front page of the publication)
Automatic truss jig system	DECEASED WITHDRAWN 03/10/2010	EP2004711805A (National Phase Application of WO2004/074600A2)	2004-02-17	Truss Industry Production Systems (as shown on front page of the publication)
Automatic truss jig system	ACTIVE  Next fee due 02/17/2014	CA2491289A (National Phase Application of WO2004/074600A2)	2004-02-17	Truss Industry Production Systems, LLC (as shown on front page of the publication)
Automatic truss jig system	EXPIRED APPLICATION 02/17/2010	AU2004213805A (National Phase Application of WO2004/074600A2)	2004-02-17	Truss Industry Production Systems (as shown on front page of the publication)

## EXHIBIT 2 TRADEMARKS

<u>TM/SN/RN/Disclaimer</u>	<u>Status/Status Date</u>	<u>Full Goods/Services</u>	<u>Owner</u>
<p>CHANNELS</p> <p><b>Channels</b></p> <p>SN:77-221501 RN:3,870,815</p>	<p>Registered November 2, 2010</p>	<p>(Int'l Class: 7) Machinery for the assembly of trusses for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore</p>	<p>Truss Industry Production Systems, Inc. (South Dakota Corp.) 102 Vander Horck, P. O. Box 343 Britton, South Dakota 57430</p>
<p>WIZARD PDS</p> <p><b>WIZARD PDS</b></p> <p>SN:78-616144 RN:3,243,644</p>	<p>Registered 8 &amp; 15 June 10, 2013</p>	<p>(Int'l Class: 7) Machinery, namely, a table upon which wooden trusses are arranged and assembled for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore</p>	<p>Truss Industry Production Systems, Inc. (South Dakota Corp.) 102 Vander Horck, Po Box 343 Britton, South Dakota 57430</p>
<p>TIPS</p> <p><b>TIPS</b></p> <p>SN:78-616093 RN:3,252,962</p>	<p>Registered 8 &amp; 15 June 18, 2013</p>	<p>(Int'l Class: 7) Machinery, namely, a table upon which wooden trusses are arranged and assembled for use in the construction industry, which is sold together with the operating computer software and electrical controller therefore</p>	<p>Truss Industry Production Systems, Inc. (South Dakota Corp.) 102 Vander Horck P. O. Box 343 Britton, South Dakota 57430</p>



EXHIBIT 3 DOMAINS/NET NAMES

tipswizard.biz  
wizardpds.com  
wizardpds.biz

EXHIBIT 4 SOFTWARE

Wizard PDS System

Wizard PDS Gold