FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 12-28-2000



U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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TO: The Commissioner of Patents and Tradem copy(ies).	iarks: Please record the atta	cned original document(s) or
Submission Type	Conveyance Type	
⊠ New	⊠Assignment	License
☐ Resubmission (Non-Recordation)	☐ Security Agreement	☐ Nunc Pro Tunc Assignment
Document ID#	☐ Merger	Effective Date
Correction of PTO Error	_	Month Day Year
Reel # Frame #	☐ Change of Name	10/05/00
Corrective Document Reel # Frame #	☐ Other ☐	
Conveying Party(ies)	lark if additional names of co	Execution Day Month, Day Y
Name Builderburg Group, Inc.		October 5, 20
Formerly		
☐ Individual ☐ General Partnership ☐ Limi	ited Partnership M Corners	tion Association
☐ Individual ☐ General Partnership ☐ Limi	ited Partilership     Corpora	MOII ASSOCIATION
Other		
☑ Citizenship/State of Incorporation/Organizat	tion Vermont	
Receiving Party	☐ Mark if additional na	mes of receiving parties attach
DBA/AKA/TA		
DBA/AKA/TA Composed of		
DBA/AKA/TA		
Composed of  Address (line 1) One Thomas Circle, N.W.		
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600	District of Colombia	20005
Composed of  Address (line 1) One Thomas Circle, N.W.		
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington,	District of Colombia State/Country	20005 Zip Code  ☐ If document to be recorde an assignment and the receive party is not domiciled in the United States, an appointment
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership  Corporation Association	District of Colombia State/Country	Zip Code  ☐ If document to be recorder an assignment and the receive party is not domiciled in the United States, an appointment a domestic representative she attached. (Designation mutation)
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership	District of Colombia State/Country	Zip Code  ☐ If document to be recorde an assignment and the receiv party is not domiciled in the United States, an appointment and domestic representative sh
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership Corporation Association  Other Limited Liability Company  Citizenship/State of Incorporation/Organiza	District of Colombia State/Country  Limited Partnership  ation Delaware	20005 Zip Code  ☐ If document to be recorde an assignment and the receive party is not domiciled in the United States, an appointment a domestic representative shall be a separate document from
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership  Corporation Association  Other Limited Liability Company  Citizenship/State of Incorporation/Organiza	District of Colombia State/Country  Limited Partnership	20005 Zip Code  ☐ If document to be recorde an assignment and the receive party is not domiciled in the United States, an appointment a domestic representative shall be a separate document from
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership Corporation Association  Other Limited Liability Company  Citizenship/State of Incorporation/Organization  \$10011 00000131 2238413	District of Colombia State/Country  Limited Partnership  ation Delaware	20005 Zip Code  ☐ If document to be recorde an assignment and the receive party is not domiciled in the United States, an appointment a domestic representative shall be a separate document from
Composed of  Address (line 1) One Thomas Circle, N.W.  Address (line 2) Suite 600  Address (line 3) Washington, City  Individual General Partnership Corporation Association  Other Limited Liability Company  Citizenship/State of Incorporation/Organization  TON11 00000131 2238413	District of Colombia State/Country  Limited Partnership  ation Delaware  DR OFFICE USE ONLY	Zip Code  ☐ If document to be recorde an assignment and the receiv party is not domiciled in the United States, an appointmer a domestic representative sh be attached. (Designation mube a separate document from Assignment).

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## Page 2

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Domestic Repre	sentative Name and Address Enter for the first Receiving Party only.		
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspondent I	Name and Address Area Code and Telephone Number 312-245-8487		
Name	Tina D. Kourasis		
Address (line 1)	Gardner, Carton & Douglas		
Address (line 2)	321 North Clark Street, Suite 3400		
Address (line 3)	Chicago, IL 60610-4795		
Address (line 4)			
	he total number of pages of the attached conveyance document uding any attachments. # 8		
Trademark Appli	ication Number(s) or Registration Number(s)   Mark if additional numbers attached		
same nmnerful	rademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the Registration Number(s)  Registration Number(s)  2,238,413 2,282,241 2,305,195 2,317,653		
Number of Prop	erties Enter the total number of properties involved. # 4		
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00		
88 - 41- o el	of Payment: Enclosed 🖾 Deposit Account 🗌		
Deposit (Enter f	t Account  Account  Or payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number # 07-0181  Authorization to charge additional fees: Yes 🗵 No 🗌		
Statement and Signature  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.  Tina D. Kourasis  Signature  Date Signed			
Tina D. K	ourasis Date Signed		
Name of	Person Signing Sigpature		

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# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

OMB 0631-0027			
Conveying Party	Mark if	additional names of conveying	Execution Date  Month Day Year
Name Builderburg Partn	ers Limited Partnership		October 5, 2000
			_
Formerly			
☐ Individual ☐ General P	artnership 🛚 Limited	Partnership	Association
Other			
☐ Citizenship/State of Inco	rporation/Organization	District of Colombia	
Receiving Party	N	lark if additional names of recei	ving parties attached
Name			
DBA/AKA/TA			
		<u></u>	
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Address (line 1)			
Address (line 2)			
Address (line 3)			If document to be
│	al Partnership	L	ecorded is an assignment
		ā	and the receiving party is not domiciled in the United
☐ Limited Partnership		5	States, an appointment of a
Corporation Assoc	iation	5	domestic representative should be attached.
LJOURGIAN		(	Designation must be a separate document from
Other			separate document nom Assignment).
☐ Citizenship/State of Inco	ornoration/Organization		
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Trademark Application	n Number(s)		
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CH01/12119764.1

### **ASSIGNMENT**

THIS ASSIGNMENT, effective as of the 5<sup>th</sup> day of October, 2000, by Builderburg Group, Inc., a Vermont corporation, and Builderburg Partners Limited Partnership, a District of Columbia limited partnership, having their principal places of business at 186 Allen Brook Lane, Williston, Vermont 05495 ("Assignors");

WHEREAS, Hanley-Wood, LLC, a Delaware limited liability company, having its principal place of business at One Thomas Circle, N.W., Suite 600, Washington, D.C. 20005 ("Assignee"), wishes to acquire and Assignors wish to transfer to Assignee all right, title and interest Assignors own in and to certain "Proprietary Rights," as hereinafter defined.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, each Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest such Assignor owns in and to the following "Proprietary Rights:"

- 1. "Marks and Trade Dress", which shall mean any and all trademarks, service marks, trade names, and other terms, words, designations, titles, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with such Assignor's business; any and all applications filed and registrations received for any of the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including without limitation those listed on attached Exhibit A; and the GOODWILL of the business in which the foregoing are used;
- 2. "Works," which shall mean any and all expressions of concepts and ideas created, used or published by or for such Assignor in connection with such Assignor's business, including without limitation any and all publications, plans, photographs, products and marketing, advertising and promotional materials in printed or other form, whether or not the same constitute "Works of Authorship" under the United States copyright laws; and any and all copyright applications filed and registrations received for any of the foregoing in the United States or elsewhere, including without limitation those listed on attached Exhibit B;
- 3. "Confidential Information," which shall mean any and all information developed or obtained by such Assignor relating to such Assignor's business comprising trade secrets, proprietary information, formulas, products, protocols, forms, procedures, methods for operating such Assignor's business, marketing and advertising practices and plans and financial data, whether or not any of the foregoing is embodied in written or otherwise recorded form;

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- 4. "Inventions," which shall mean discoveries, concepts, developments and ideas relating to such Assignor's business, whether or not protectable under the patent or other laws, including without limitation designs, methods, formulas, techniques, articles of manufacture, processes and procedures, as well as improvements and know-how relating thereto; and any and all patent applications filed and patents obtained for any of the foregoing in the United States or in jurisdictions foreign thereto; and
- 5. Any and all other rights and privileges provided under the copyright, patent, trademark, unfair competition, trade secret and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee, and each Assignor does hereby waive and renounce any and all claims to such rights.

Each Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

Each Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations, patents or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.

This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.

BUILDERBURG GROUP, INC.

Date: October 5, 2000

Steven Bliss

Chief Executive Officer

Date: October 5, 2000

**BUILDERBURG PARTNERS LIMITED PARTNERSHIP** 

Builderburg Group, Inc. General Partner By:

Steven Bliss

Chief Executive Officer

#### ACKNOWLEDGEMENT

STATE OF	Vermont	)	
COUNTY OF	Chitenden	) )	SS:

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2000, personally appeared Steven Bliss, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Builderburg Group, Inc., and that said instrument (<u>i.e.</u>, the Assignment) was signed on behalf of said Builderburg Group, Inc. by authority of its Board of Directors, and the said Mr. Bliss acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal.

Notary Public

My Commission Expires:  $\frac{2/iv/o3}{}$ 

STATE OF	Vermont	)	
COUNTY OF	Alaska das	)	SS
COUNTY OF	T. NITHEMALIN	)	

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2000, personally appeared Steven Bliss, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Builderburg Group, Inc., the General Partner of Builderburg Partners Limited Partnership, and that said instrument (i.e., the Assignment) was signed on behalf of said Builderburg Builderburg Partners Limited by authority of its General Partner, and the said Mr. Bliss acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal.

Notary Public

My Commission Expires: 2/10/03

#### **EXHIBIT A**

- Tradename Registration
   Construction Business Advisor
   State of Vermont
   December 20, 1995
- 2. Tradename Registration
  Construction Business Computing
  State of Vermont
  December 20, 1995
- 3. Tradename Registration
  JLC's Construction Business & Technology Conference
  State of Vermont
  December 12, 1994
- 4. Tradename Registration
  The Journal of Light Construction
  State of Vermont
  October 5, 1988
- 5. Tradename Registration Builder's Resource State of Vermont July 27, 1990
- 6. Tradename Registration JLC Bookstore State of Vermont April 8, 1992
- 7. Tradename Registration
  Journal of Light Construction Books
  State of Vermont
  May 14, 1992
- 8. Service Mark/Principal Register CBTC and Design Federal Reg. No. 2,238,413 April 13, 1999

9. Service Mark/Supplemental Register
Construction Business & Technology Conference
Federal
Reg. No. 2,282,241
September 28, 1999

10. Trademark/Service Mark/Principal Register
The Journal of Light Construction
Federal
Reg. No. 2,305,195
January 4, 2000

11. Trademark/Service Mark/Principal Register
The Journal of Light Construction (Stylized)
Federal
Reg. No. 2,317,653
February 15, 2000

#### **EXHIBIT B**

1) Advanced Framing (registered copyright)

**RECORDED: 12/11/2000** 

- 2) Managing the Small Construction Business: A Hands-On Guide, first edition (registered copyright)
- 3) Kitchens & Baths: A Builder's Guide to Design and Construction (registered copyright)
- 4) The Contractor's Legal Kit (registered copyright)
- 5) Troubleshooting Guide to Residential Construction (application in process; sent on 4/13/00)
- 6) The Lead Carpenter Handbook (application in process; sent on 4/13/00)
- 7) Residential Structure & Framing (application in process; sent on 4/13/00)
- 8) Managing the Small Construction Business: A Hands On Guide, second edition (not yet applied for copyright)