

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/31/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STEELOX SYSTEMS, INC.		05/31/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ARMCO SYSTEMS, L.L.C.
Street Address:	P.O. BOX 7303
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27417
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2390227	SABRE BUILDING SYSTEMS
Registration Number:	2293241	SENTRY XTR
Registration Number:	0500226	STEELOX
Registration Number:	0320405	STEELOX
Registration Number:	1971249	STEELOX

CORRESPONDENCE DATA

Fax Number: (513)381-2838
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: Suite 1800; 425 Walnut Street
Address Line 4: Cincinnati, OHIO 45202

CH \$140.00 2390227

NAME OF SUBMITTER:	LINDA D. BAYLISS, PARALEGAL
Signature:	/LINDA D. BAYLISS, PARALEGAL/
Date:	02/22/2005
Total Attachments: 3 source=W0387023#page1.tif source=W0387023#page2.tif source=W0387023#page3.tif	

ASSIGNMENT OF CONTRACTS, LICENSES AND PERMITS

THIS ASSIGNMENT OF CONTRACTS, LICENSES AND PERMITS ("Assignment"), is made on and as of this 31st day of May, 2002, by and between STEELOX SYSTEMS, INC., a Delaware corporation ("Assignor"), and ARMCO SYSTEMS, L.L.C., an Ohio limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, by and between Assignor and Assignee, dated May 28, 2002 (the "Agreement"), Assignor agreed to sell, assign, grant, convey and transfer to Assignee (i) the Contracts and Other Agreements and (ii) the Licenses and Permits (to the extent assignable or transferable), as such terms are defined in the Agreement (collectively, the "Assigned Rights"), and Assignee agreed to assume, pay, perform and discharge any and all of the obligations of Assignor arising under and pursuant to the Assumed Liabilities, but expressly excluding the Excluded Liabilities, as such terms are defined in the Agreement, in consideration of payment by Assignee of the Purchase Price, as defined in the Agreement, and for such other consideration as is described in the Agreement; and

WHEREAS, Assignor desires to execute this Assignment to complete the assignment of the Assigned Rights, and Assignee desires to execute this Assignment to accept and assume the assignment of the obligations arising under and pursuant to the Assumed Liabilities.

NOW, THEREFORE, in consideration of the payment by Assignee of the Purchase Price, the assumption of the other liabilities of Assignor expressly set forth in the Agreement, such other consideration as is described in the Agreement, the mutual promises, covenants, and agreements set forth herein, and to complete the action required of Assignor and Assignee under the Agreement, the parties, intending to be legally bound, hereby agree that the foregoing recitals are incorporated herein by reference and as follows:

AGREEMENT:

A. Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee all of the Assignor's right, title and interest in, to and under the Assigned Rights. Assignee hereby (i) accepts and assumes all of Assignor's right, title, and interest in, to and under the Assigned Rights, and (ii) assumes, accepts, and agrees to pay, perform and discharge the obligations of Assignor arising under and pursuant to the Assumed Liabilities, but expressly excluding the Excluded Liabilities, for the period commencing on and extending after the date hereof.

Assignor hereby agrees that it will at any time and from time to time at the request of Assignee, its successors and assigns, execute and deliver any and all instruments as Assignee, its successors or assigns, may reasonably request for the purpose of vesting in Assignee the full right, title and interest of Assignor in and to any Assigned Rights intended to be conveyed, transferred or

assigned hereby or to enable Assignee, its successors and assigns, to enjoy such property or to carry out the intent and purposes hereof.

B. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The sole purpose of this Assignment is to relieve Assignor of certain liabilities and obligations and to convey such liabilities and obligations, along with certain contract rights and interest of Assignor, to Assignee and not to create third party beneficiary rights; no third party beneficiary rights shall be created or implied in or by this Assignment. This Assignment may be modified only by a writing signed by the parties hereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of any inconsistency among the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control. Nothing in this Assignment shall be construed to limit, discharge, mitigate, or release any obligation or otherwise affect any right of any party to the Agreement set forth or described in the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this **ASSIGNMENT OF CONTRACTS, LICENSES AND PERMITS** to be signed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

STEELOX SYSTEMS, INC., a Delaware corporation

By: 

Name: Toshio Omura

Title: Chairman and Chief Executive Officer

ASSIGNEE:

ARMCO SYSTEMS, L.L.C., an Ohio
limited liability company

By: 

Name: William Douglas Reynolds

Title: Manager

TRADEMARK PROPERTY
ASSIGNED PER ASSET PURCHASE AGREEMENT

SABRE BUILDING SYSTEMS	2390227	09/26/2000
SENTRY XTR	2293241	11/16/1999
STEELOX	0500226	04/11/1948
STEELOX	0320405	12/25/1934
STEELOX AND DESIGN	1971249	04/30/1996