

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Authorization of Sale of Assets Free and Clear of All Liens, Claims and Interests
EFFECTIVE DATE:	02/26/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Steelox Systems, L.L.C.		02/26/2005	limited liability company: OHIO

RECEIVING PARTY DATA

Name:	Steelox 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

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CH \$140.00 2390227

NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	03/01/2005

Total Attachments: 10

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This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.


Burton Perlman
United States Bankruptcy Judge

Dated: February 26, 2005

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re: : Chapter 11
: :
STEELUX SYSTEMS, L.L.C., d/b/a : Case No. 04-19786
Steelex, d/b/a Steelex Building Systems, :
d/b/a Steelex Roofing Systems, and d/b/a : Judge Perlman
Armco Roofing Systems :
: :
Debtor. :

**ORDER PURSUANT OT SECTION 363 OF THE BANKRUPTCY CODE
AUTHORIZING THE SALE OF CERTAIN OF THE ASSETS OF THE DEBTOR AND
DEBTOR-IN-POSSESSION OUTSIDE THE ORDINARY COURSE OF BUSINESS AND
FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS**

This matter is before the Court for hearing (the "Hearing") on February 25, 2005, pursuant to the Notice of Auction and Sale Approval Hearing and Auction Procedures (Doc. No. 75) (the "Auction Notice") and the Motion of Debtor and Debtor-in-Possession Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9006(c) for Order (I) Scheduling Auction for Sale of Assets; (II) Approving the Form and Manner of Notice of the Auction; (III) Approving Certain Auction Procedures and Bidder Protections; (IV) Approving Asset Purchase Agreement with Stalking Horse Bidder; (V) Authorizing Sale of Assets to Highest or Otherwise Best Bidder; and (VI) Scheduling a Hearing on Approval of the Sale of Assets (Doc. No. 69) (the "Sale Motion") filed by Steelex Systems, L.L.C., debtor and

debtor-in-possession (the "Debtor"). The Court has reviewed the Motion, the objections filed thereto by Merchants National Bank (Doc. No. 79)("Merchant's Objection") and Stone City Products, Inc. (Doc. No. 81)("Stone City Objection"), the Response filed by the Official Committee of Unsecured Creditors (Doc. No. 80)(the "Committee's Response"), and the entire record in this case; and heard the representations and arguments of counsel regarding the auction held on February 25, 2005 (the "Auction") and the sale of certain of the Debtor's property (the "Assets").

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this matter pursuant to Section 157 and 1334 of Title 28 of the United States Code, and this is a core proceeding pursuant to Section 157(b)(2) of Title 28. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

B. The Debtor was the subject of an involuntary Chapter 11 petition (the "Involuntary Petition") filed on December 7, 2004 (the "Petition Date") by William R. Hubbell Steel Corporation, Quality Metal Stamping, L.L.C., and SOS Metals, Inc. (the "Petitioning Creditors"). Prior to the Petition Date and following the termination of its line of credit, the Debtor was in the process of conducting a liquidation of its business and wind-down of its operations. On December 15, 2004, the Debtor filed its Consent to Entry of Order for Relief Under Chapter 11, consenting to the entry of an order for relief effective as of the Petition Date.

C. The Debtor has remained in possession of its property and has continued to liquidate and manage its business as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

D. On February 4, 2005, the Debtor filed the Sale Motion. The Sale Motion seeks authority to sell the Assets.

E. On February 9, 2005, the Debtor filed a motion and an amended motion (Docs. No. 71 and 72) to shorten time for entry of the order approving the Auction Notice

(collectively, the "Expedited Motion"). On February 14, 2005 the Court entered an order (Doc. No. 73) granting the Expedited Motion.

F. On February 24, 2005 (Doc. No. 84) the Court entered the Auction Procedures Order.

G. The Debtor's service of the Sale Motion and the Auction Notice upon (a) the Office of the United States Trustee, (b) counsel for the Committee, (c) the Internal Revenue Service, (d) Wells Fargo, (e) TDH, (f) the IP Parties, (g) Stone City, (h) those parties requesting service in these proceedings, (i) other parties which might claim any interest in any of the Assets, including, without limitation, the IP and the equipment, dies, molds, cranes and runways of the Debtor or in the Debtor's possession and (j) certain other potential bidders which had expressed an interest in the Assets, constitutes appropriate, due and adequate notice of the Auction and the Hearing in compliance with Sections 363(b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9014, and no other or further notice of the Hearing or the entry of this Order is necessary.

H. The Debtor undertook extensive marketing efforts with respect to the Assets and provided the Auction Notice to potential buyers that had expressed to the Debtor an interest in purchasing some or all of the Assets.

J. The Sale Motion requested that the APA attached to the Sale Motion between the Debtor and Myron Bowling Auctioneers, Inc., as stalking horse bidder (the "Buyer") be approved, subject to higher and better offers which might be received at the Auction.

K. An Auction for the sale of the Assets was held on February 25, 2005 pursuant to notice as set forth in the Auction Notice.

L. In addition to the Buyer, two other qualified bidders appeared at the Auction, Biditup Industrial Assets, Inc. and Continental Plants. Several bids were submitted for the purchase of the Assets at the Auction by each of the bidders including the Buyer.

M. The Buyer submitted the highest and otherwise best bid for the Assets at the Auction, by submitting a bid of \$3,525,000. The APA is deemed amended to reflect the change in the purchase price to \$3,525,000.

N. The proceeds of the sale of the Assets are greater than the proceeds which could be realized at a forced liquidation sale of the Assets. The value to be received by the Debtor pursuant to the APA as amended is the highest and best available under the circumstances.

O. The Debtor has articulated sound business justification for the sale of the Assets free and clear of all claims, liens, encumbrances, liabilities, and interests pursuant to Sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, and it is a reasonable exercise of the Debtor's business judgment to consummate the sale of the Assets and to execute, deliver, and perform its obligations under the APA.

P. The execution, delivery, and performance by the Debtor of the APA in accordance with its terms is in the best interest of the Debtor, its creditors and other parties in interest.

Q. The purchases of the Assets by the Buyer and the transfer thereof pursuant to this Order and the terms of the APA comply with the provisions of Section 105(a) and 363 of the Bankruptcy Code.

R. The Debtor, the Buyer, and their respective representatives, attorneys and advisors have acted in good faith in all respects relating to the sale of the Assets and the APA was negotiated at arms' length and entered into by the parties in good faith. The Buyer is not an insider as that term is defined in Section 101(31) of the Bankruptcy Code. The Buyer is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code.

S. Neither the Debtor nor its officers, employees, or agents, have colluded with the Buyer, its officers, employees, or agents, nor have the Debtor or the Buyer in any manner whatsoever violated the provisions of Section 363(n) of the Bankruptcy Code.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Consistent with the provisions of this Order, the Sale Motion is hereby GRANTED, the APA is deemed amended to reflect the revised purchase price of \$3,525,000 and is approved in its entirety, and the execution, delivery, and performance of the APA by the Debtor and the Buyer in accordance with its terms is hereby approved in all respects. The Debtor is authorized and directed to implement and perform its obligations under the APA and to take such other actions reasonably necessary to effectuate its terms, including the execution of deeds, bills of sales, assignments or any other documents required to effectuate the transfers.

2. Pursuant to Sections 105 and 363 of the Bankruptcy Code and the terms and conditions of the APA and this Order, the Assets shall be sold, conveyed, granted, assigned, transferred, and delivered by the Debtor to the Buyer free and clear of any and all encumbrances, claims, liens, mortgages, security interests, restrictions, prior assignments, obligations, pledges, charges and liabilities against the Debtor or the Assets, including, without limitation, any alleged interests in (a) the Debtor's IP recorded with the United States Patent and Trademark Office ("USPTO"), (b) the equipment, dies, cranes and runways of the Debtor or in the Debtor's possession, and (c) the tools and dies in the possession of Stone City and identified in the Stone City Objection.

3. Merchant's Objection is deemed withdrawn and Merchants National Bank shall receive, within two business days following the Closing, forty thousand dollars (\$40,000) of the Purchase Price (the "Merchant's Distribution").

4. The Stone City Objection is deemed withdrawn and the alleged interest of Stone City shall attach to, and only to, ninety-seven thousand, eight hundred fifty dollars (\$97,850) of the Purchase Price which shall be held in escrow by Wells Fargo (the "Stone City Escrow") pending further order of the Court.

5. Any liens upon the Debtor's interests in the IP recorded with the USPTO are hereby released and discharged and the assignment of the Debtor's IP to American Building Components, Inc. recorded with the USPTO is hereby found to be an error and deemed to be invalid, null and void.

6. At the Closing the net sale proceeds after payment of the Merchant's Distribution and the escrow of the Stone City Escrow shall be paid to Wells Fargo which may apply the proceeds to its claims as authorized by the Interim Order Regarding Authority to Obtain Secured Credit, to Use Cash Collateral to the Limited Extent Provided by this Order, to Use Advances from Lender, to Provide Adequate Protection, and to Grant Priority Liens (Doc. No. 13) and the Order Extending Interim Order Regarding Authority to Obtain Secured Credit, to Use Cash Collateral to the Limited Extent Provided by This Order to Use Advances From Lender, to Provide Adequate Protection, And to Grant Priority Liens (Doc. No. 39) (collectively the "Financing Orders"); provided however, that the payment to Wells Fargo shall be subject to disgorgement in an appropriate amount upon motion of the Debtor, Committee, Chapter 11 trustee or a Chapter 7 trustee and entry of an order of the Court on any grounds, including (a) that Wells Fargo's claims and liens are unenforceable, unperfected, or otherwise defective, (b) that Wells Fargo is adequately protected and Debtor has the right to use its cash collateral, and (c) that a surcharge of Wells Fargo's collateral under Bankruptcy Code § 506(c) is appropriate.

7. All persons or entities holding adverse claim or claims against the Buyer or any of the Assets, shall be and hereby are enjoined, stayed, and barred from taking any action including the commencement or pursuit of any suits or proceedings, in law, equity or otherwise, to collect or recover on such claim or claims against the Buyer or any of the Assets.

8. The provisions of this Order authorizing the sale of the Assets free and clear of liens shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file satisfactions, releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the foregoing provision hereof; provided, however, that this paragraph shall not excuse such parties from performing any obligations under the APA.

9. The sale, conveyance, transfer, and assignment of the Assets pursuant to this Order and the APA shall be binding upon the Debtor, the Buyer, all creditors of the Debtor and all persons having or asserting a claim against or any interest in the Debtor or any of the

Assets; provided, however, that notwithstanding any other provision of this Order, the rights of the Committee and any subsequent trustee are fully preserved against the proceeds and any party receiving the same.

10. This Order shall be binding upon and inure to the benefit of any successors or assigns of the Debtor or the Buyer, including any examiner or trustee appointed in this case or trustee appointed in a subsequent case under Chapter 7 of the Bankruptcy Code.

11. The Sale Motion is granted in all other respects, subject to the terms and conditions set forth herein.

12. No just reason exists for delay in the implementation of this Order. This Order will be final pursuant to Bankruptcy Rules 7054(a) and 9014 and Fed. R. Civ. P. 54(b). This Court specifically waives the 10 day stay period provisions of Bankruptcy Rule 6004(g). This Court shall reserve and retain jurisdiction to enforce the terms hereof.

13. Service of the Sale Motion and the Auction Notice upon (a) the Office of the United States Trustee, (b) counsel for the Committee, (c) the Internal Revenue Service, (d) Wells Fargo, (e) TDH, (f) the IP Parties, (g) Stone City, (h) those parties requesting service in these proceedings and (i) all other parties which might claim any interest in any of the Assets, including, without limitation, the IP and the equipment, dies, molds, cranes and runways of the Debtor or in its possession is deemed to be sufficient and adequate notice under the circumstances and in full compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court.

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