

AUG 04 2005

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/20)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commission

103063568

1. Name of conveying party(ies):
Con/Span Bridge Systems, Ltd

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other: Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: BT/CS Acquisition Corp.
Internal
Street Address: c/o Contech Construction Products Inc.
1001 Grove Street
City: Middletown
State: OH Zip: 05044

Individual(s)
 Association:
 General
 Limited
 Corporation- Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 13, 2005

4. Application Number(s) or Registration Number(s):
A. Trademark Application No.(s): 76/623700
B. Trademark Registration No.(s): 1472307 2715574
2154805 2809956
2670588
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin A. Dugan
Ropes & Gray LLP
Internal Atty. Dkt.: MLUI-130-023
Street Address: One International Place
City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00
 Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card (Form 2036 enclosed)

8. Deposit account number: 18-1945
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

William Gosz
Name of Person Signing Signature Date 8/4/05

Total number of pages including cover sheet, attachments, and document: 7

08/17/2005 JJALLAH2-00000004 181945 76623700

01 FC:8521 40.00 00
02 FC:8522 125.00 00
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EXECUTION VERSION**ASSIGNMENT OF MARKS**

THIS ASSIGNMENT OF MARKS made as of July __, 2005 by Con/Span Bridge Systems, Ltd, an Ohio limited liability company having its principal place of business located at 3100 Research Boulevard, P.O. Box 20266, Dayton, Ohio 45420 (the "Assignor").

RECITALS:

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks within the United States, including without limitation the marks set forth in the attached Schedule A and any marks that are the same or confusingly similar thereto, (collectively the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June __, 2005 (the "Purchase Agreement") among Contech Construction Products Inc., BT/CS Acquisition Corp., Assignor and the Indemnifying Owners Named Therein, Assignor has agreed to transfer the Marks and the goodwill of the business associated with the Marks, to BT/CS Acquisition Corp., a Delaware corporation having its principal place of business located at c/o Contech Construction Products Inc., 1001 Grove Street Middletown, Ohio 45044 (the "Assignee"); and

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement and pursuant thereto, and with the receipt and sufficiency of such hereby acknowledged:

1. Assignor assigns to Assignee all rights, title, and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.

2. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.

3. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

CON/SPAN BRIDGE SYSTEMS, LTD:

By: 
Name:
Title:

BT/CS ACQUISITION CORP.:

By: _____
Name:
Title:

3. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

CON/SPAN BRIDGE SYSTEMS, LTD:

By: _____
Name:
Title:

BT/CS ACQUISITION CORP.:

By: *Richard J. Cosarte*
Name: *Richard J. Cosarte*
Title: *Vice President*

IN TESTIMONY WHEREOF, the Assignor has caused these presents to be executed by a duly authorized corporate officer thereof as of the date first written above.

Con/Span Bridge Systems Ltd. as Assignor

By: [Signature]
Name: Timothy J. Beach
Title: President

STATE OF Ohio)
COUNTY OF Montgomery)ss.

On July 13, 2005, before me, the undersigned, a Notary Public in and for such State, personally appeared Timothy J. Beach personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a President (title) of Con/Span Bridge Systems Ltd.

WITNESS my hand and official seal.

[SEAL]

[Signature]
Notary Public
My Commission expires on: _____

Accepted by:
BT/CS Acquisition Corp. as Assignee

J. MICHAEL HERR, Attorney at Law.
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

By: _____
Name:
Title:

SCHEDULE A
TO
ASSIGNMENT OF MARKS

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

| Registration No. | Mark | Issued | Goods/Services | Docket No. |
|------------------|--------------------------------------|------------|--|------------|
| 1,472,307 | CON/SPAN | 1-02-1988 | Culvert Sections | 1685-T |
| 2,154,805 | INSTALLS IN A DAY LASTS A CENTURY | 5-05-1998 | Promoting the Sale of Bridge Units by Others by Distributing to Licensees Copies of Published Materials on Various Installations of Bridge Units | 2097-T |
| 2,670,588 | Bridge Unit Configuration | 12-31-2002 | Precast Concrete Bridge Unit for Constructing a Bridge or Culvert | 2305-T |
| 2,715,574 | GET IN GET OUT STAY OUT | 5-13-2003 | Design for Others in the Field of Precast Modular Bridge Systems | 2355-T |
| 2,809,956 | DYOB | 2-03-2002 | Custom Design of Precast Modular Bridge Systems to the Requirements of Others | 2357-T |

PENDING U.S. TRADEMARK APPLICATION

| Serial No. | Mark | Filed | Goods | Docket No. |
|------------|---------|------------|--|------------|
| 76/623,700 | ECOSPAN | 12-08-2004 | Precast Concrete Culvert and Bridge Sections | 2467-T |