

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gibraltar Industries, Inc.		06/30/2006	CORPORATION: DELAWARE
B&W Heat Treating Corp.		06/30/2006	CORPORATION: CANADA
B&W Leasing, LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
B&W of Michigan, Inc.		06/30/2006	CORPORATION: DELAWARE
Brazing Concepts Company		06/30/2006	CORPORATION: MICHIGAN
Carolina Commerical Heat Treating, Inc.		06/30/2006	CORPORATION: NEVADA
Harbor Metal Treating Co.		06/30/2006	CORPORATION: MICHIGAN
Harbor Metal Treating of Indiana, Inc.		06/30/2006	CORPORATION: MICHIGAN
Hi-Temp Heat Treating, Inc.		06/30/2006	CORPORATION: DELAWARE
Pennsylvania Industrial Heat Treaters, Inc.		06/30/2006	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BlueWater Thermal Processing, LLC
Street Address:	3556 Lakeshore Road
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14219
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2361629	TUFF-KOAT
Registration Number:	2361630	TUFF-KOAT
Registration Number:	1999470	HI-TEMP
Registration Number:	1996774	HI-TEMP

CH \$140.00 2361629

Registration Number:

1973794

HI-TEMP

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.572.2611

Email: vfitzpatrick@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1180 Peachtree Street

Address Line 2: c/o Vandy F. Fitzpatrick

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:

Vandy F. Fitzpatrick

Signature:

/s/ Vandy F. Fitzpatrick

Date:

07/06/2006

Total Attachments: 6

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SELLER IP ASSIGNMENT

ASSET ASSIGNMENT AGREEMENT, dated June 30, 2006, among Gibraltar Industries, Inc., a Delaware corporation, B&W Heat Treating Corp., a Nova Scotia corporation, B&W Leasing, LLC, a Delaware limited liability company, B&W of Michigan, Inc., a Delaware corporation, Brazing Concepts Company, a Michigan corporation, Carolina Commercial Heat Treating, Inc., a Nevada corporation, Harbor Metal Treating Co., a Michigan corporation, Harbor Metal Treating of Indiana, Inc., a Michigan corporation, Hi-Temp Heat Treating, Inc., a Delaware corporation and Pennsylvania Industrial Heat Treaters, Inc., a Pennsylvania corporation (the foregoing parties hereinafter collectively referred to as the “Assignors”), and BlueWater Thermal Processing, LLC, a Delaware limited liability company (the “Assignee”).

The Assignors, among them, hold all right, title and interest in and to assets related to the Business (as defined in the Asset Purchase Agreement dated as of May 31, 2006 (the “Purchase Agreement”) among the Assignors and Assignee);

Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

The Sellers currently, directly or indirectly, hold all of the Assets;

The Assignors desire to assign to the Assignee, and the Assignee desires to assume from the Assignors, all of the Assignors’ respective right, title and interest in and to all Intellectual Property in or related to the Assets, including, without limitation, the trademarks set forth on Exhibit A, (such Intellectual Property, the “Assigned IP”), free and clear of any liens or encumbrances, in partial consideration of the Purchase Price (as defined in the Purchase Agreement) (the “IP Assignment”).

In consideration of the foregoing and the covenants and obligations set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Acceptance. Effective as of the date hereof, each of the Assignors hereby sells, transfers, assigns, conveys, grants and sets over to the Assignee and its successors and assigns forever, and the Assignee hereby accepts, assumes and acquires from each of the Assignors for itself and its successors and assigns forever, all of the Assignors’ respective right, title and interest in and to the Assigned IP, free and clear of any liens or encumbrances. Each of the Assignors will use its best efforts to obtain any consent (to the extent any such consents are needed) to assign its Assigned IP.
2. No Assumption of Liabilities. Nothing in this Agreement shall be construed to effect an assignment, acceptance or assumption by the Assignee of any of the liabilities of the Assignors, except and to the extent such liabilities constitute Assumed Liabilities under the Purchase Agreement, and each Assignor agrees

that, with the exception of the Assumed Liabilities, such Assignor shall retain all of its respective liabilities.

3. Further Assurances. Each of the Assignors hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request of the Assignee, he or it will (i) promptly and duly execute and deliver, or cause to be executed and delivered to the Assignee, all such further documents and instruments, and (ii) take all such other and further action, as may be requested by the Assignee to more effectively sell, transfer, assign, convey, grant, set over and vest all right, title and interest in and to the Assigned IP to the Assignee and its successors and assigns forever, (including, without limitation, executing any waivers requested by the Assignees). This Section 3, and the respective duties and obligations created hereby, shall survive the execution of, and the consummation of the transactions contemplated by, this Agreement and the Purchase Agreement.
4. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by the parties hereto. Such modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which given.
5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).
6. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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[Signature Page to Asset Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Assignment Agreement as of the day and year first above written.

ASSIGNORS:

GIBRALTAR INDUSTRIES, INC.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

B&W HEAT TREATING CORP.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

B&W LEASING, LLC

By: B&W OF MICHIGAN, INC.,
Its Manager,

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

B&W OF MICHIGAN, INC.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

BRAZING CONCEPTS COMPANY

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP and Treasurer

CAROLINA COMMERCIAL HEAT TREATING, INC.

TRADEMARK

REEL: 003342 FRAME: 0793

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP and
Treasurer

HARBOR METAL TREATING CO.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

HARBOR METAL TREATING OF INDIANA, INC.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

HI-TEMP HEAT TREATING, INC.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

PENNSYLVANIA INDUSTRIAL HEAT TREATERS, INC.

By: David W. Kay
Name: David W. Kay
Title: CFO, Executive VP
and Treasurer

ASSIGNEE:

BLUEWATER THERMAL PROCESSING, LLC

By: _____
Name: Marc Baliotti
Title: Manager

By: _____
Name:
Title:

HARBOR METAL TREATING CO.

By: _____
Name:
Title:

HARBOR METAL TREATING OF INDIANA, INC.

By: _____
Name:
Title:

HI-TEMP HEAT TREATING, INC.

By: _____
Name:
Title:

PENNSYLVANIA INDUSTRIAL HEAT TREATERS, INC.

By: _____
Name:
Title:

ASSIGNEE:

BLUEWATER THERMAL PROCESSING, LLC


By: 
Name: Marc Baliotti
Title: Manager

Exhibit A

US Trademarks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TUFF-KOAT (with design)	2361629	June 27, 2000
TUFF-KOAT	2361630	June 27, 2000
HI-TEMP (Logo)	1999470	June 18, 1996
HI-TEMP	1996774	August 27, 1996
HI-TEMP	1973794	May 14, 1996

Canadian Trademark:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
B&W HEAT TREATING	TMA413867	January 1, 1991