

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dietrich Industries, Inc.		03/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ClarkDietrich Building Systems LLC
Street Address:	9100 Centre Pointe Dr., Ste. 210
City:	West Chester
State/Country:	OHIO
Postal Code:	45069
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85205027	PROSLOT
Registration Number:	1437720	CLINCH-ON
Registration Number:	1598151	UNIMAST
Registration Number:	1961121	TRADE READY
Registration Number:	2414992	TRUSSTEEL
Registration Number:	2485591	SPAZZER
Registration Number:	2781705	103 DELUXE
Registration Number:	3031128	RIP BEAD
Registration Number:	3119796	HDS
Registration Number:	3147032	CONTOUR TRACK
Registration Number:	3276834	HDS HEAVY DUTY STUD

CORRESPONDENCE DATA

Fax Number: (513)651-6981

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

900192715

**TRADEMARK
 REEL: 004547 FRAME: 0510**

OP \$290.00 85205027

Phone: 513-651-6128
Email: aschoen@fbtlaw.com
Correspondent Name: Ann G. Schoen
Address Line 1: 2200 PNC Center
Address Line 2: 201 East Fifth Street
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	0121667/0585224
NAME OF SUBMITTER:	Ann G. Schoen
Signature:	/Ann G. Schoen/
Date:	05/25/2011

Total Attachments: 5
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Dietrich Industries, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>ClarkDietrich Building Systems LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>9100 Centre Pointe Dr., Ste. 210</u></p> <p>City: <u>West Chester</u></p> <p>State: <u>OH</u></p> <p>Country: <u>US</u> Zip: <u>45069</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>US</u> <input type="checkbox"/> Other _____ Citizenship _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>03/01/2011</u></p> <p> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s)</p> <p style="text-align: center;">Please see attached list.</p>	<p>B. Trademark Registration No.(s)</p> <p style="text-align: center;">Please see attached list.</p>
Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached list.

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ann G. Schoen</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2200 PNC Center</u> <u>201 East Fifth Street</u></p> <p>City: <u>Cincinnati</u></p> <p>State: <u>OH</u> Zip: <u>45202</u></p> <p>Phone Number: <u>513-651-6128</u></p> <p>Fax Number: <u>513-651-6981</u></p> <p>Email Address: <u>aschoen@fntlaw.com</u></p>	<p>6. Total number of applications and registrations involved:</p> <div style="border: 1px solid black; width: 100px; height: 20px; text-align: center; margin: 5px auto;">11</div> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$<u>290.00</u></p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>06-2226</u></p> <p>Authorized User Name <u>Frost Brown Todd LLC Dep. Acct</u></p>
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<p>9. Signature: _____ /Ann G. Schoen/ Signature</p>	<p>_____ 05/25/2011 Date</p>
Ann G. Schoen Name of Person Signing	Total number of pages including cover sheet, attachments, and document: <div style="border: 1px solid black; width: 40px; height: 20px; text-align: center; margin: 0 auto;">5</div>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

DIETRICH INDUSTRIES, INC.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 1, 2011, is made by Dietrich Industries, Inc. ("DI"), in favor of ClarkDietrich Building Systems LLC, an Ohio limited liability company ("Joint Venture"), pursuant to that certain Contribution Agreement dated as of March 1, 2011 (the "Agreement"), by and among ClarkWestern Building Systems, Inc., Marubeni-Itochu Steel America Inc., a Delaware corporation, ClarkDietrich Building Systems LLC, Dietrich Industries, Inc. and Worthington Industries, Inc., an Ohio corporation.

Under the terms of the Agreement, DI has conveyed, transferred and assigned to Joint Venture, among other assets, certain intellectual property of DI, and has agreed to execute and deliver this IP Assignment, for potential recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DI agrees as follows:

1. Assignment. DI hereby conveys, transfers and assigns to Joint Venture all of DI's right, title and interest in and to the Business IP (as such term is defined in the Agreement), including all goodwill associated therewith.
2. Recordation. DI authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Joint Venture.
3. Terms of the Agreement. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Business IP are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this IP Assignment, the terms of the Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any

choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, DI has duly executed and delivered this IP Assignment as of the date first above written.

DIETRICH INDUSTRIES, INC.

By: George P. Stoe
Name: George P. Stoe
Title: Vice Chairman

AGREE TO AND ACCEPTED BY:

**CLARKDIETRICH BUILDING
SYSTEMS LLC**

By: William Country
Name: William Country
Title: President

DIETRICH TRADEMARKS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
85/205,027	12/23/2010	PROSLOT

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1,437,720	04/28/1987	CLINCH-ON
1,598,151	05/29/1990	UNIMAST
1,961,121	03/05/1996	TRADE READY
2,414,992	12/26/2000	TRUSSTEEL
2,485,591	09/04/2001	SPAZZER
2,781,705	11/11/2003	103 DELUXE
3,031,128	12/20/2005	RIP BEAD
3,119,796	07/25/2006	HDS
3,147,032	09/19/2006	CONTOUR TRACK
3,276,834	08/07/2007	HDS HEAVY DUTY STUD