

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
ClarkWestern Building Systems LLC		03/01/2011	CORPORATION: OHIO
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3851254	MAXTRAK	
Registration Number:	3871255	MAXTRAK 2D	
Registration Number:	3630439	SUBMITTALPRO	
Serial Number:	77798565	PROSTUD DRYWALL FRAMING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(513)651-6981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$115.00 3851254

900192791

**TRADEMARK
 REEL: 004548 FRAME: 0166**

NAME OF SUBMITTER:	Ann G. Schoen
Signature:	/Ann G. Schoen/
Date:	05/25/2011
Total Attachments: 5 source=CWBTrademark#page1.tif source=CWBTrademark#page2.tif source=CWBTrademark#page3.tif source=CWBTrademark#page4.tif source=CWBTrademark#page5.tif	

Schedule 4.8(b)
CW Business IP

Trademarks

MAXTRAK	U.S. Trademark	Reg.No.-3,851,254	Registered 9/21/10
MAXTRAK 2D	U.S. Trademark	Reg.No.-3,871,255	Registered 11/2/10
SUBMITTALPRO	U.S. Trademark	Reg.No.-3,630,439	Registered 6/2/09

PROSTUD DRYWALL FRAMING SYSTEM	U.S. Trademark	Appl.No.-77/798,565	
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CLARKWESTERN BUILDING SYSTEMS INC.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 1, 2011, is made by ClarkWestern Building Systems Inc. ("CW"), 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, CW has conveyed, transferred and assigned to Joint Venture, among other assets, certain intellectual property of CW, 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 CW agrees as follows:

1. Assignment. CW hereby conveys, transfers and assigns to Joint Venture all of CW'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. CW 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.

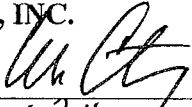
5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws 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, CW has duly executed and delivered this IP Assignment as of the date first above written.

**CLARKWESTERN BUILDING
SYSTEMS, INC.**

By: 
Name: William Courtney
Title: President

AGREE TO AND ACCEPTED BY:

**CLARKDIETRICH BUILDING
SYSTEMS LLC**

By: 
Name: William Courtney
Title: President