

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/13/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gibraltar Packaging Group, Inc.		07/19/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Gibraltar Spinco, Inc.
Street Address:	2000 Summit Avenue
City:	Hastings
State/Country:	NEBRASKA
Postal Code:	68901
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1910465	G
Registration Number:	1865947	G
Registration Number:	1867353	G
Registration Number:	1913824	GIBALTAR
Registration Number:	1865948	GIBALTAR
Registration Number:	1866098	GIBALTAR

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 300 North LaSalle Street  
 Address Line 2: Kirkland & Ellis LLP

**900197460**

**TRADEMARK  
 REEL: 004586 FRAME: 0555**

**CH \$165.00 1910465**

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 23396-2 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 07/19/2011

**Total Attachments: 4**

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("*Assignment*"), made and entered into as of July 19, 2011, but effective as of the Nunc Pro Tunc Date (as defined below), is entered into by **Gibraltar Packaging Group, Inc.**, a Delaware corporation ("*Assignor*") in favor of **Gibraltar Spinco, Inc.**, a Delaware corporation ("*Assignee*").

WHEREAS, pursuant to the Agreement and Plan of Reorganization, Merger, and Dissolution dated as of March 13, 2008 the ("*Reorganization Agreement*"), Assignor transferred and assigned, and Assignee accepted, all business and assets of Assignor, including, without limitation, all of Assignor's right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*"); and

WHEREAS, at the time of the original assignment of the Marks through the Reorganization Agreement, the undersigned was Vice President, Finance of Assignor, with capacity and authority to bind Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Effective as of March 13, 2008 (the "*Nunc Pro Tunc Date*"), Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, nunc pro tunc, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, any foreign country, or any multinational registration bodies, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor as of the Nunc Pro Tunc Date if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other

person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) to effectuate the purposes of this Assignment.

4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

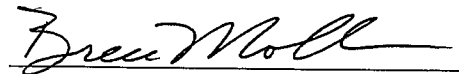
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**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**GIBRALTAR PACKAGING GROUP,  
INC.**

By:   
Name: Brett Moeller  
Title: VP Finance

**Schedule A**  
**to Trademark Assignment**

MARK	Appl. No.	Appl. Date	Reg. No.	Reg. Date
G (STYLIZED) 	74/472555	12/23/1993	1910465	8/8/1995
G (STYLIZED) 	74/472556	12/23/1993	1865947	12/6/1994
G (STYLIZED) 	74/472622	12/23/1993	1867353	12/13/1994
GIBRALTAR	74/472624	12/23/1993	1913824	8/22/1995
GIBRALTAR	74/472665	12/23/1993	1865948	12/6/1994
GIBRALTAR	74/472623	12/23/1993	1866098	12/6/1994