

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.		10/31/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Clarkwestern Dietrich Building Systems LLC		
Street Address:	9100 Centre Point Drive #210		
City:	West Chester		
State/Country:	OHIO		
Postal Code:	45069-4847		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3159549	V	
Registration Number:	3104511	V	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
Phone:	202-467-8856		
Email:	iplaw@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com, jspiantanida@vorys.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	017348-439/1707/TMASSNMT		
NAME OF SUBMITTER:	Richard S. Donnell		

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**TRADEMARK
 REEL: 004658 FRAME: 0393**

Signature:	/richard s donnell/
Date:	11/09/2011
Total Attachments: 5 source=TRADEMARK ASSIGNMENT#page1.tif source=TRADEMARK ASSIGNMENT#page2.tif source=TRADEMARK ASSIGNMENT#page3.tif source=TRADEMARK ASSIGNMENT#page4.tif source=TRADEMARK ASSIGNMENT#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into the 31st day of October, 2011, by and between Dietrich Industries, Inc., a Pennsylvania corporation ("Assignor"), and Clarkwestern Dietrich Building Systems LLC, an Ohio limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademark registrations described in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 31, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Trademarks, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

[Remainder of page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

Dietrich Industries, Inc.

By: George P. Stoe
Name: GEORGE P STOE
Title: PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 31 day of OCTOBER 2011 before me personally appeared GEORGE P STOE, an officer of Dietrich Industries, Inc., the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.



Dale T. Brinkman
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Dale T. Brinkman
Notary Public

ASSIGNEE:

Clarkwestern Dietrich Building Systems LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)


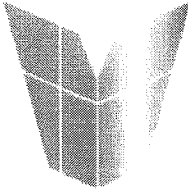
On this ____ day of _____ 2011 before me personally appeared _____, a(n) _____ of Clarkwestern Dietrich Building Systems LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public


Signature Page to Trademark Assignment

Exhibit A
Trademarks

United States

Reg. No. (Ser. No.)	Reg. Date (App. Date)	Mark
3,159,549 (76/619,481)	10/17/2006 (11/05/2004)	
3,104,511 (76/619,482)	06/13/2006 (11/05/2004)	

Canada

Reg. No. (Ser. No.)	Reg. Date (App. Date)	Mark
TMA683,781 (1227227)	03/15/2007 (08/17/2004)	RIP BEAD
TMA697,166 (1256207)	09/25/2007 (05/03/2005)	
TMA684,340 (1256211)	03/22/2007 (05/03/2005)	