

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
RG Steel Wheeling, LLC		08/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Consolidated Environmental Management, Inc.
Street Address:	1915 Rexford Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	787411	PANELDRAIN
Registration Number:	777680	BARNMASTER
Registration Number:	512393	CHANNELDRAIN
Registration Number:	2418864	CD 2000
Registration Number:	2454589	CHANNELDRAIN 2000
Registration Number:	1711137	CENTURYDRAIN

CORRESPONDENCE DATA

Fax Number: 9194168363
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043311074
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 100 North Tryon Street, Suite 4700
 Address Line 4: Charlotte, NORTH CAROLINA 28202

OP \$165.00 787411

TRADEMARK

ATTORNEY DOCKET NUMBER:	018300.500
NAME OF SUBMITTER:	Emmett Weindruch
Signature:	/emmettweindruch/
Date:	10/09/2012
Total Attachments: 7 source=Assignment to Consolidated Environmental Management, Inc#page1.tif source=Assignment to Consolidated Environmental Management, Inc#page2.tif source=Assignment to Consolidated Environmental Management, Inc#page3.tif source=Assignment to Consolidated Environmental Management, Inc#page4.tif source=Assignment to Consolidated Environmental Management, Inc#page5.tif source=Assignment to Consolidated Environmental Management, Inc#page6.tif source=Assignment to Consolidated Environmental Management, Inc#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 27, 2012, by and between RG Steel Wheeling, LLC, a Delaware limited liability company ("Assignor") and Consolidated Environmental Management, Inc., a Delaware corporation with a principal place of business at 1915 Rexford Road, Charlotte, North Carolina 28211 ("Assignee"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as in the Asset Purchase Agreement executed between Assignor and Assignee on August 17, 2012 (the "Purchase Agreement").

RECITALS

WHEREAS, the Assignor owns all right, title and interest in and to the Assumed Intellectual Property free from any Encumbrances (other than Permitted Encumbrances);

WHEREAS, the Assumed Intellectual Property includes but is not limited to the Patents, Marks, and Copyrights (each as defined in Section 1 below); and

WHEREAS, the Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to the Assumed Intellectual Property;

NOW, THEREFORE, subject to the terms of the Purchase Agreement and in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. **Definitions.** Unless otherwise defined in this Agreement, the capitalized terms shall have the meanings set forth below:

(a) "Patents" shall mean all issued U.S. patents identified on Schedule A, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

(b) "Marks" shall mean the statutory trademarks identified on Schedule B, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

(c) "Copyrights" shall mean the works identified on Schedule C, and all copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, associated therewith, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordings, regardless of the medium of fixation or means of expression.

Section 2. **Assignment.**

(a) The Assignor does hereby grant, sell, transfer, assign, convey, and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assumed Intellectual Property, including but not limited to the Patents, Marks, and Copyrights, together with the right to sue, counterclaim and recover damages and profits and all other remedies for claims of past, present and future infringement or misappropriation thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assumed Intellectual Property, all goodwill associated or connected with the use of the Assumed Intellectual Property, and all moral rights therein.

Section 3. **Further Assurances.** Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Assumed Intellectual Property, including but not limited to the Patents, Marks, and Copyrights, to give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assumed Intellectual Property, including but not limited to the Patents, Marks, and Copyrights, with the appropriate government offices.

Section 4. **Recordation.** Assignor hereby authorizes the appropriate entities or agencies of any applicable government to record Assignee as the owner of the Patents, Marks, and Copyrights and all registrations associated therewith.

Section 5. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

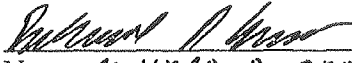
Section 7. **Governing Law.** THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

Section 8. **Entire Agreement.** This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto (other than the Purchase Agreement). To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

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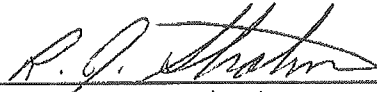
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RG Steel Wheeling, LLC

By: 
Name: RICHARD D CARUSO
Title: CFO

[Signature Page to the Intellectual Property Assignment Agreement]

Consolidated Environmental Management, Inc.

By: 
Name: Joe Stratman
Title: President of CEM

[Signature Page to the Intellectual Property Assignment Agreement]

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SCHEDULE A - Patents

Patent No.	Issue Date	Title	Application Date	Application No.	Owner
7,621,165	Nov. 24, 2009	Crimp Tool	June 28, 2007	11/770,692	Wheeling Corrugating Steel Co. (a division of RG Steel Wheeling, LLC)

SCHEDULE B –Marks

Trademarks filed with the United States Patent and Trademark Office

Mark	Country	Reg. No.	Reg. Date	Owner
PANELDRAIN & Design	USA	787,411	3/30/1965	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)
BARNMASTER & Design	USA	777,680	9/29/1964	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)
CHANNELDRAIN & Design	USA	512,393	7/19/1949	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)
CD 2000	USA	2,418,864	1/9/2001	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)
CHANNELDRAIN 2000	USA	2,454,589	5/29/2001	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)
CENTURYDRAIN	USA	1,711,137	9/1/1992	Wheeling Corrugating Steel Co. (now named RG Steel Wheeling, LLC)

Trademarks filed with the Canadian Intellectual Property Office

Mark	Country	Reg. No.	Reg. Date	Owner
PANELDRAIN	Canada	TMA474873	4/17/1997	Severstal Wheeling, Inc. (now named RG Steel Wheeling, LLC)
CD 2000	Canada	TMA792023	3/3/2011	Severstal Wheeling, Inc. (now named RG Steel Wheeling, LLC)
CHANNELDRAIN 2000	Canada	TMA559639	3/22/2002	Severstal Wheeling, Inc. (now named RG Steel Wheeling, LLC)
CENTURYDRAIN	Canada	TMA787997	1/19/2011	Severstal Wheeling, Inc. (now named RG Steel Wheeling, LLC)
CHANNELDRAIN	Canada	TMA474941	4/18/1997	Severstal Wheeling, Inc. (now named RG Steel Wheeling, LLC)

SCHEDULE C – Copyrights

Full Title of Work of Authorship	Copyright No.	Date	Owner
Best of the best.	VA0001101728	1991	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Centurydrain installation instructions.</u>	VA0001072122	1991	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Centurydrain roofing & siding.</u>	VA0001074356	1991	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Centurydrain roofing and siding.</u>	VA0001101729	1996	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain 2000 installation instructions.</u>	VA0001072116	1991	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain 2000 roofing & siding.</u>	VA0001051055	1997	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain 2000 roofing and siding.</u>	VA0001072125	1989	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain installation instructions.</u>	VA0001072124	1993	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain Roofing & Siding.</u>	VA0001051057	1996	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Channeldrain roofing and siding.</u>	VA0001072123	1993	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Co-op advertising program.</u>	VA0001072127	1995	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Fresh look at a centuries old building material.</u>	VA0001016176	1996	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Panelrain roofing and siding.</u>	VA0001101727	1995	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Post-frame accessories.</u>	VA0001072117	1996	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Quick work.</u>	VA0001061417	1990	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Tops for roofing, from any angle.</u>	VA0001072126	1998	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Wheeling 5-V installation instructions.</u>	VA0001072121	1990	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Wheeling composite floor decks.</u>	VA0001072118	1995	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)
<u>Wheeling diaphragm design manual for roof decks, form decks and composite decks.</u>	VA0001051060	1996	Wheeling-Pittsburg Steel Corp. (now named RG Steel Wheeling, LLC)

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RECORDED: 10/09/2012

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