

## 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
	James E. Hamey of Hamey Management Partners LLC		10/16/2013	TRUSTEE:
	Prestress Engineering Company LLC		10/16/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Prestress Engineering Company			
Street Address:	205 North Street			
Internal Address:	PO Box 100			
City:	Marathon			
State/Country:	WISCONSIN			
Postal Code:	54448			
Entity Type:	CORPORATION: WISCONSIN			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3152593	STEPWALL	
CORRESPONDENCE DATA				
Fax Number:	4142386613			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4142871523			
Email:	jbernard@vonbriesen.com			
Correspondent Name:	Julie A. Bernard			
Address Line 1:	411 East Wisconsin Avenue			
Address Line 2:	Suite 1000			
Address Line 4:	Milwaukee, WISCONSIN 53202			
ATTORNEY DOCKET NUMBER:	015715-00051			

CH \$40.00 3152593

NAME OF SUBMITTER:	Julie A. Bernard
Signature:	/JAB/
Date:	10/17/2013
<b>Total Attachments: 4</b> source=Trademark Assignment (Stepwall) [incl. schedule]#page1.tif source=Trademark Assignment (Stepwall) [incl. schedule]#page2.tif source=Trademark Assignment (Stepwall) [incl. schedule]#page3.tif source=Trademark Assignment (Stepwall) [incl. schedule]#page4.tif	

## ASSIGNMENT OF MARK

This **ASSIGNMENT OF MARK** ("Assignment") is made and entered into this 16<sup>th</sup> day of October, 2013 by and between Prestress Engineering Company, a Wisconsin corporation (the "Assignee"), and James E. Harney of Harney Management Partners LLC, not individually but solely in his capacity as Trustee-Assignee (as defined in the Purchase Agreement) and Prestress Engineering Company LLC, a Delaware limited liability company, solely for the purpose of conveying any interest it has in the Trademark ("Prestress," together with Trustee-Assignee, the "Assignor").

## RECITALS

A. County Materials Corp., a Wisconsin corporation, as purchaser, and Assignor, as seller, are parties to an Asset Purchase Agreement dated September 20, 2013 (as amended, the "Purchase Agreement") which provides for the purchase and sale of all of the assets (the "Purchased Assets") of Prestress, which Purchased Assets include, without limitation, the mark listed on **Schedule A** hereto (the "Trademark").

B. County Materials Corp. assigned its rights under the Purchase Agreement in and to the Purchased Assets (other than Real Property), including without limitation the Trademark, to Assignee.

C. Prestress is the registered owner of all right, title and interest in and to the Trademark, U.S. Registration Number 3,152,593, together with the goodwill of the business connected with and symbolized by the Trademark.

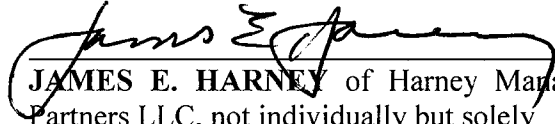
D. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price to Assignor set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby grant, transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademark, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademark to the extent this Assignment is insufficient to accomplish the same.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Mark effective on the date above first written.

**ASSIGNOR:**

  
\_\_\_\_\_  
**JAMES E. HARNEY** of Harney Management Partners LLC, not individually but solely in his capacity as Trustee-Assignee of Prestress Engineering Company LLC

**PRESTRESS ENGINEERING COMPANY LLC**, a Delaware limited liability company, solely to convey any interest it has in the Trademark after the Assignment (as defined in the Purchase Agreement)

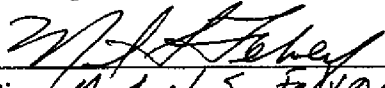
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Mark effective on the date above first written.

**ASSIGNOR:**

\_\_\_\_\_  
**JAMES E. HARNEY** of Harney Management Partners LLC, not individually but solely in his capacity as Trustee-Assignee of Prestress Engineering Company LLC

**PRESTRESS ENGINEERING COMPANY LLC**, a Delaware limited liability company, solely to convey any interest it has in the Trademark after the Assignment (as defined in the Purchase Agreement)

By:   
Name: Michael S. Fevey  
Its: \_\_\_\_\_

**Schedule A**  
Mark

Int. Cl.: 19

Prior U.S. Cls.: 1, 12, 33 and 50

**United States Patent and Trademark Office**

Reg. No. 3,152,593

Registered Oct. 10, 2006

**TRADEMARK**  
**PRINCIPAL REGISTER**

**STEPWALL**

PRESTRESS ENGINEERING CORPORATION  
(DELAWARE CORPORATION)  
2220 ROUTE 176  
PRAIRIE GROVE, IL 60012

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: CONCRETE RETAINING WALL FOR SOIL,  
IN CLASS 19 (U.S. CLS. 1, 12, 33 AND 50).

SER. NO. 76-635,395, FILED 4-8-2005.

FIRST USE 12-19-1997; IN COMMERCE 12-19-1997.

KEVON CHISOLM, EXAMINING ATTORNEY