# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM335226 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the clerical error in the entity name of the Assignor and the entity type of the Assignee previously recorded on Reel 004548 Frame 0166. Assignor(s) hereby confirms the Assignment. These corrections are supported by the underlying Assignment Agreement attached at Reel 004548 Frame 0166-0171.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ClarkWestern Building Systems, Inc.		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:	ОНЮ		
Postal Code:	45202		
Entity Type:	LIMITED LIABILITY COMPANY: 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: 5136516981

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-651-6800

trademarks@fbtlaw.com Email:

Monica L. Dias c/o Frost Brown Todd LLC **Correspondent Name:** 3300 Great American Twr., 301 E. 4th St. Address Line 1:

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	0585224
NAME OF SUBMITTER:	Monica L. Dias
SIGNATURE:	/mld/

**TRADEMARK** REEL: 005478 FRAME: 0887

DATE SIGNED:	03/16/2015			
Total Attachments: 6				
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TRADEMARK REEL: 005478 FRAME: 0888

#### 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:	ОНЮ		
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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

TRADEMARK

REEL: 004548 FRAME: 0166 TRADEMARK

REEL: 005478 FRAME: 0889

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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	

TRADEMARK REEL: 004548 FRAME: 0167 TRADEMARK

REEL: 005478 FRAME: 0890

# Schedule 4.8(b) CW Business IP

# <u>Trademarks</u>

MAXTRAK	U.S. Trademark	Reg.No3,851,254	Registered	9/21/10
MAXTRAK 2D	U.S. Trademark	Reg.No3,871,255	Registered	11/2/10
SUBMITTALPRO	U.S. Trademark	Reg.No3,630,439	Registered	6/2/09

PROSTUD DRYWALL FRAMING SYSTEM

U.S. Trademark

Appl.No.-77/798,565

TRADEMARK REEL: 00**554**8 FRAME: 0**808** 

#### 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. <u>Assignment</u>. 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. <u>Recordation</u>. 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. <u>Terms of the Agreement</u>. 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. <u>Counterparts</u>. 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.

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- 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. <u>Further Assurances</u>. 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.

Name:

Title:

AGREE TO AND ACCEPTED BY:

**CLARKDIETRICH BUILDING** 

SYSTEMS LLC

Name: William Title: \_\_\_

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