

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436113

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                           |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                           |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>        |
| James A Klein   |  | 06/23/2017            | INDIVIDUAL: UNITED STATES |
| BlazeFrame Industries Ltd.  |  | 06/23/2017            | Corporation: WASHINGTON   |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | Clarkwestern Dietrich Building Systems, LLC        |                       |                           |
| <b>Street Address:</b>  | 9050 Centre Pointe Drive, Suite 400                |                       |                           |
| <b>City:</b>  | West Chester                                       |                       |                           |
| <b>State/Country:</b>   | OHIO   |                       |                           |
| <b>Postal Code:</b>   | 45069  |                       |                           |
| <b>Entity Type:</b>   | Limited Liability Company: OHIO                    |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Serial Number:</b>   | 85362280   | BLAZEFRAME            |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  | 5136516981   |                       |                           |
| <i>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.</i> |  |                       |                           |
| <b>Phone:</b>   | 513.651.6128                                       |                       |                           |
| <b>Email:</b>   | aschoen@fbtlaw.com                                 |                       |                           |
| <b>Correspondent Name:</b>  | Ann G. Schoen                                      |                       |                           |
| <b>Address Line 1:</b>  | 3300 Great American Tower                          |                       |                           |
| <b>Address Line 2:</b>  | 301 East Fourth Street                             |                       |                           |
| <b>Address Line 4:</b>  | Cincinnati, OHIO 45202                             |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Ann G. Schoen                                      |                       |                           |
| <b>SIGNATURE:</b>   | /Ann G. Schoen/                                    |                       |                           |
| <b>DATE SIGNED:</b>   | 07/21/2017   |                       |                           |
| <b>Total Attachments: 2</b>   |  |                       |                           |
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## TRADEMARK ASSIGNMENT AGREEMENT

26<sup>th</sup> This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated June 26<sup>th</sup>, 2017, by and between Clarkwestern Dietrich Building Systems, LLC ("Assignee"), a limited liability company organized under the laws of Ohio, and James A. Klein ("Klein"), an individual residing in Washington, and BlazeFrame Industries Ltd. ("BlazeFrame"), a corporation organized under the laws of Washington (collectively, "Assignor"). Capitalized terms used, but not defined, herein will have the meanings ascribed to them in the Settlement Agreement (defined below).

WHEREAS, on June 25<sup>th</sup>, 2017, Assignor and Assignee entered into a Settlement Agreement (the "Settlement Agreement"), pursuant to which each Assignor agreed to cause all of its respective right, title and interest in, to and under the BlazeFrame Trademarks to be contributed, conveyed, transferred, assigned and delivered to Assignee on the terms and subject to the conditions set forth in the Settlement Agreement;

WHEREAS, the BlazeFrame Trademarks are the registered and common law trademarks containing the word "BlazeFrame" owned by Assignor, including U.S. Trademark Serial No. 85362280 – BLAZEFRAME, the BlazeFrame word mark, and the BlazeFrame and design mark (collectively, the "Transferred Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee, each intending to be legally bound, agree as follows:

### 1. ASSIGNMENT

Effective December 31, 2017, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of such Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks and all goodwill associated with the Transferred Trademarks, free and clear of all encumbrances, including in each case, without limitation, all rights to sue or recover and retain damages for past, present and future infringement of any of the foregoing.

### 2. RECORDAL

Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental entity, to record this Assignment.

### 3. RELATIONSHIP TO THE SETTLEMENT AGREEMENT

The terms of the Settlement Agreement are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Settlement Agreement and this Assignment, the Settlement Agreement will control.




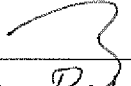

**4. FURTHER ASSURANCES; GOVERNING LAW**

Assignor shall promptly take such further actions and execute such further documents and instruments of conveyance and transfer as may be reasonably necessary or appropriate to carry out this Assignment. This Assignment will be governed by and construed under the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

**5. COUNTERPARTS**

This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Assignment.

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

| ASSIGNOR   | ASSIGNEE   |
|--|--|
| <p><b>James A. Klein</b></p> <p></p> <p>Date: <u>6/23/17</u></p>  | <p><b>Clarkwestern Dietrich Building Systems, LLC</b></p> <p>By: </p> <p>Name: <u>Greg Ralph</u></p> <p>Title: <u>VICE PRESIDENT</u></p> <p>Date: <u>6/26/17</u></p> |
| <p><b>BlazeFrame Industries Ltd.</b></p> <p>By: </p> <p>Name: <u>Jim Klein</u></p> <p>Title: <u>Owner</u></p> <p>Date: <u>6/23/17</u></p> |  |

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