

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759066

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The assignment contains a minor clerical error in Owner's name: "Clarkwestern Dietrich Building Systems, LLC" (with a comma). previously recorded on Reel 006116 Frame 0419. Assignor(s) hereby confirms the Owner requests that its correct name be listed: "Clarkwestern Dietrich Building Systems LLC" (without a comma)..		
RESUBMIT DOCUMENT ID:	900710098		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James A Klein		06/23/2017	INDIVIDUAL:
BlazeFrame Industries Ltd.		06/23/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Clarkwestern Dietrich Building Systems LLC		
Street Address:	9100 CENTRE POINTE DRIVE		
Internal Address:	SUITE 210		
City:	WEST CHESTER		
State/Country:	OHIO		
Postal Code:	45069		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4098929	BLAZEFRAME	
CORRESPONDENCE DATA			
Fax Number:	3172373900		
<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>			
Phone:	3172373800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Eric Lamb		
Address Line 1:	201 North Illinois Street		
Address Line 2:	Suite 1900		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Eric Lamb		
SIGNATURE:	/Eric Lamb/		
DATE SIGNED:	10/04/2022		

Total Attachments: 6

source=Response for Corrective Assignment#page1.tif

source=Response for Corrective Assignment#page2.tif

source=Response for Corrective Assignment#page3.tif

source=Response for Corrective Assignment#page4.tif

source=Response for Corrective Assignment#page5.tif

source=Response for Corrective Assignment#page6.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James A Klein		06/23/2017	INDIVIDUAL: UNITED STATES
BlazeFrame Industries Ltd.		06/23/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Clarkwestern Dietrich Building Systems, LLC		
Street Address:	9050 Centre Pointe Drive, Suite 400		
City:	West Chester		
State/Country:	OHIO		
Postal Code:	45069		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85362280	BLAZEFRAME	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	513.651.6128		
Email:	aschoen@fbtlaw.com		
Correspondent Name:	Ann G. Schoen		
Address Line 1:	3300 Great American Tower		
Address Line 2:	301 East Fourth Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Ann G. Schoen		
SIGNATURE:	/Ann G. Schoen/		
DATE SIGNED:	07/21/2017		
Total Attachments: 2			
source=CD TM Assignment#page1.tif			
source=CD TM Assignment#page2.tif			

OP \$40.00 85362280

The October 3, 2022 Notice of Non-Recordation from Ms. Lawanda Milton of the Assignment Recordation Branch notes that the previously submitted document was found non-recordable. The Notice states as follows:

To correct an error in the recorded document, you must file a new cover sheet stating the error and the nature of conveyance, attach the previously recorded cover sheet which contains the error and the supporting document and pay the recording fees as set forth in 37 C.F.R. §3.34

Accordingly, Registrant submits herewith as follows:

1. A new cover sheet (as part of the USPTO's online form system);
2. The previously recorded cover sheet which contains the error; and
3. The supporting document.

Registrant respectfully notes that it previously submitted the required recording fee.

The USPTO is invited to contact Registrant's undersigned attorney if any issues remain that can be resolved by telephone or email.

Respectfully Submitted,
/Eric Lamb/
Eric Lamb
FROST BROWN TODD LLC
201 N. Illinois Street, Suite 1900
Indianapolis, IN 46204
(317) 237-3800
elamb@fbtlaw.com

The previously recorded cover sheet which contains the error

The supporting document

TRADEMARK ASSIGNMENT AGREEMENT

26th This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated June 26th, 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 25th, 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.




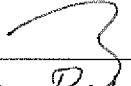

4. FURTHER ASSURANCES; GOVERNING LAW

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

0121667.0602415 4812-8458-5290v1

