

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROUPER BLANKING, LLC		06/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE WORTHINGTON STEEL COMPANY		
Street Address:	200 W. OLD WILSON BRIDGE ROAD		
City:	COLUMBUS		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4969448	BLANKLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-592-5000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	CARLOS P. GARRITANO/TUCKER ELLIS LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	SUITE 1100		
Address Line 4:	CLEVELAND, OHIO 44113		
NAME OF SUBMITTER:	CARLOS P. GARRITANO		
SIGNATURE:	/CARLOS P. GARRITANO/		
DATE SIGNED:	11/15/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of June 8, 2021, by Grouper Blanking, LLC ("Assignor") to The Worthington Steel Company, an Ohio corporation ("Assignee"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, entered into as of June 8, 2021, by and among Grouper Acquisition Company, LLC, a Delaware limited liability company, and Grouper Blanking, LLC, a Delaware limited liability company ("Sellers"), and Worthington Steel of Michigan, Inc., a Michigan corporation ("Purchaser") (the "Purchase Agreement"), Sellers agreed to sell, transfer, assign, convey and deliver to Purchaser or one or more of Purchaser's Designees (as defined in the Purchase Agreement), and Purchaser or one or more of Purchaser's Designees agreed to purchase from Sellers, certain assets related to the Business, including all rights in the trademarks and service marks listed on Schedule A (the "Assigned Trademarks"), whether registered or unregistered, together with the goodwill of the business associated therewith; and

WHEREAS, as a condition to Closing the transactions contemplated by the Purchase Agreement, Assignor is required to execute and deliver this Trademark Assignment to Assignee, in order to effectuate the assignment of the Assigned Trademarks pursuant to a document suitable for recordation with the U.S. Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of its right, title and interest in and to (a) the Assigned Trademarks, (b) all registrations and applications for registration thereof, (c) all goodwill associated therewith, (d) the right to sue for infringement and other remedies based on infringement of any of the foregoing, and (e) rights to protection of interests in the foregoing under the Laws of all jurisdictions. Without limiting any representations or warranties in the Purchase Agreement, the foregoing assignment is made without representation or warranty of any kind. To the extent there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

Dated: June 8 , 2021

GROUPER BLANKING, LLC

By: 

Name: Brad E. Tolley


Title: Authorized Representative

[Signature Page - Trademark Assignment]

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be executed by its duly authorized representative.

Dated: June 8, 2021

**THE WORTHINGTON STEEL
COMPANY**

By: 
Name: Patrick J. Kennedy
Title: Vice President - Secretary

[Signature Page - Trademark Assignment]