

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Dietrich Industries, Inc.	10/31/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Clarkwestern Dietrich Building Systems LLC
<b>Street Address:</b>	9100 Centre Point Drive #210
<b>City:</b>	West Chester
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45069-4847

**PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	5946870
Patent Number:	6298609
Patent Number:	6119429
Patent Number:	5816002
Patent Number:	6070374
Patent Number:	7757450
Patent Number:	5970671
Patent Number:	6134847

**CORRESPONDENCE DATA**

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 Correspondent Name: Vorys, Sater, Seymour and Pease LLP

**CH \$320.00 5946870**

Address Line 1: P.O. Box 2255 -- IPLAW@Vorys  
Address Line 2: Attn: Richard S. Donnell, Esq.  
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	017348-439/1707/PATASSN
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NAME OF SUBMITTER:	Richard S. Donnell
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**EXECUTION COPY**

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into the 31st day of October, 2011, by and between Dietrich Industries, Inc., a Pennsylvania corporation ("Assignor"), and Clarkwestern Dietrich Building Systems LLC, an Ohio limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor owns the patents and applications described in Exhibit A, attached hereto and made a part hereof (the "Patents");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 31, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Patents, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's worldwide right, title and interest in and to the Patents, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals, and extensions thereof, and the right to apply for patents in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said Patents to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said Patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said Patents, when granted, in accordance with the terms of this Assignment.

Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such Patents, or unpaid royalties with respect to use of any such Patents, occurring before the date of this Assignment.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's right to the Patents, particularly in cases of interference and litigation.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

*[Remainder of page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

DIETRICH INDUSTRIES, INC

By: George P. Stoe

Name: GEORGE P. STOE

Title: PRESIDENT

STATE OF OHIO )

) SS:

COUNTY OF FRANKLIN )

On this 31 day of OCTOBER 2011 before me personally appeared GEORGE P. STOE, an officer of Dietrich Industries, Inc, the Assignor above named, who acknowledged that he executed the foregoing Patent Assignment on behalf of Assignor pursuant to authority duly received.



Dale T. Brinkman  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

Dale T. Brinkman

Notary Public

ASSIGNEE:

CLARK WESTERN DIETRICH BUILDING SYSTEMS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2011 before me personally appeared \_\_\_\_\_, a(n) \_\_\_\_\_ of Clarkwestern Dietrich Building Systems LLC, the Assignee above named, who acknowledged that he executed the foregoing Patent Assignment on behalf of Assignee pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

*Signature Page to Patent Assignment*



Exhibit A  
Patents

United States

<b>Pat. No. (App. No.)</b>	<b>Grant Date (App. Date)</b>	<b>Title</b>
5,946,870 (09/059,743)	09/07/1999 (04/14/1998)	PANEL SUPPORT CONSTRUCTION ACCESSORY
6,298,609 (09/558,761)	10/09/2001 (04/21/2000)	CONSTRUCTION SYSTEM WITH PANEL SUPPORT ACCESSORY
6,119,429 (09/305,631)	09/19/2000 (05/05/1999)	CONSTRUCTION SYSTEM AND ACCESSORY
5,816,002 (08/967,153)	10/06/1998 (11/10/1997)	EDGE STRIP
6,070,374 (09/166,039)	06/06/2000 (10/05/1998)	EDGE STRIP
7,757,450 (11/034,591)	07/20/2010 (01/13/2005)	CONTROL JOINT
5,970,671 (09/059,806)	10/26/1999 (04/14/1998)	CONSTRUCTION ACCESSORY
6,134,847 (09/351,584)	10/24/2000	CONSTRUCTION ACCESSORY

Canada

<b>Pat. No. (App. No.)</b>	<b>Grant Date (App. Date)</b>	<b>Title</b>
(2532765)	(01 /11 /2006)	CONTROL JOINT