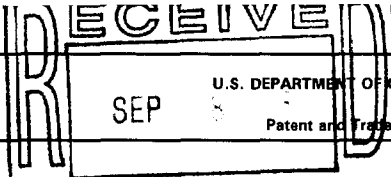


09-28-1998



100839467

ONLY



or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

CARPENTER TECHNOLOGY CORPORATION

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: CRS HOLDINGS, INC.

Internal Address:

Street Address: 209F Baynard Building, 3411 Silverside Road

City: Wilmington State: Delaware ZIP: 19810

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

9-8-98

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date August 13, 1998

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/496,001

Additional Application/Registration Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: VINCENT T. PACE

Address: DANN, DORFMAN, HERRELL AND SKILLMAN, P.C.

1601 Market Street, Suite 720

Philadelphia, Pennsylvania 19103-2307

Telephone: (215) 563-4100

Facsimile: (215) 563-4044

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. In the event a fee is required and is not enclosed, or the check enclosed is improper, or the fee calculation is in error, the Commissioner is authorized to charge any underpayment or credit any overpayment to the account of the undersigned attorneys.

Deposit Account Number: 04-1406

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

VINCENT T. PACE
Name of Attorney Signing

Vincent T. Pace
Signature of Attorney

September 2, 1998
Date

09/23/1998 DNGUYEN 00000231 041406 75496001 Total number of pages including cover sheet, attachments and document: 3

01-FC:481 40.00 CH

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

ASSIGNMENT OF UNITED STATES TRADEMARK

WHEREAS, CARPENTER TECHNOLOGY CORPORATION, a Delaware corporation, having a place of business at 101 West Bern Street Reading, Pennsylvania 19601 (hereinafter referred to as Assignor) has adopted, used and is using the following trademark:

C and DESIGN

and is the owner of Application No. 75/496,001 for registration of said trademark on the Principal Register of the U.S. patent and Trademark Office;

WHEREAS, CRS HOLDINGS, INC., a Delaware corporation, having a place of business at 209F Baynard Building, 3411 Silverside Road, Wilmington, Delaware 19810 (hereinafter referred to as Assignee) is desirous of acquiring said application, said mark and the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt of which is hereby acknowledged, and for other good and valuable consideration said Assignor, by these presents does hereby sell, assign and transfer unto said Assignee, the entire right, title and interest in and to the aforesaid application, and the aforesaid trademark, together with the goodwill of the business in connection with which said trademark is used;

And for said consideration, Assignor has sold, assigned and set over, and hereby does sell, assign and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which Assignor has or might have to recover damages and profits, or either, by reason of any infringement or infringements of said trademark prior to the date of this Assignment, together with the right to Assignee, its successors and assigns to prosecute such demands or rights of action in its own name;

And, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in contravention of the interests assigned herein;

Assignor further agrees that at the request and expense of Assignee, its successors and assigns, Assignor will execute any further papers and do such other acts and things as may be necessary and proper to permit Assignee, its successors and assigns, to have said trademark registered on the Principal Register of the U.S. Patent and Trademark Office and in such foreign countries as Assignee, its successors and assigns may elect, and vest the full title in any and all such registrations in Assignee, its successors and assigns;

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed.

DATED the 13th day of August, 1998.

CARPENTER TECHNOLOGY CORPORATION

By John R. Welty
JOHN R. WELTY
Vice President, General Counsel and Secretary

Commonwealth of Pennsylvania

County of Berks

13th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of August, 1998, personally appeared John R. Welty, to me personally known and who being duly sworn by me, did depose and state that he is the Vice President, General Counsel and Secretary of Carpenter Technology Corporation, and that the foregoing Assignment was signed by him on behalf of said corporation by authority of its board of directors, and that said Assignment was the free act and deed of said corporation.

Cheryl L. Felix
Notary Public

