

03-16-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/15/1999 DMSUYEN 00000222 75297226

FOR OFFICE USE ONLY

01 FC:441
02 FC:442

40.00 OP
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK, 20231

REEL: 1868 FRAME: 0179

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/297,228"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="523,599"/>	<input type="text" value="565,354"/>	<input type="text" value="1,660,741"/>
<input type="text" value="111,447"/>	<input type="text" value="130,680"/>	<input type="text"/>
<input type="text" value="1,018,802"/>	<input type="text" value="876,898"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Rashmi Chandra

Name of Person Signing

Rashmi Chandra/JR

Signature

03/09/99

Date Signed

Julia Rendon Legal Assistant

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 10th day of February, 1999, ("Effective Date"), by and between Buckeye Steel Castings Company, an Ohio Corporation, with its principal office at 2211 Parsons Avenue, Columbus, Ohio 43207, USA ("Assignor"), and BSC Acquisition, Inc., a Delaware corporation, with its principal office at 2211 Parsons Avenue, Columbus, Ohio 43207, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of 10th February, 1999, ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell certain assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the United States registered trademark registration identified and set forth on Schedule A, (the "Mark"), and the goodwill of the business associated with the trademark set forth on Schedule A;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark together with the goodwill of the Assignor attaching to or symbolized by the Mark,

NOW, THEREFORE, for good and valuable consideration, Assignor does hereby sell, assign, transfer and set

over to Assignee the entire right, title and interest in and to the Mark together with the goodwill of the Assignor attaching to or symbolized by the Mark, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of

a registration covering the Mark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 10th day of February, 1999.

BUCKEYE STEEL CASTINGS COMPANY

BSC ACQUISITION, INC.

By: [Signature]
Name: John T. Baldwin

By: [Signature]
Name: Joe W. Harden

Title: Vice President

Title: President

STATE OF)
) SS.
COUNTY OF)

On this 10 day of February, 1999, there appeared before me John Baldwin, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of BUCKEYE STEEL CASTINGS COMPANY .

[Signature]
Notary Public
KIMBERLY A. CHASKO, Notary Public
State of Ohio
Resident of Medina County
My Commission Expires Sept. 22, 2002

STATE OF)
) SS.
COUNTY OF)

On this 10th day of February, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of BSC ACQUISITION, INC.

[Signature]
Notary Public



SCHEDULE A

U.S. TRADEMARK REGISTRATION

MARK	REG. NO.	REG. DATE
B (Image)	523,599	04/04/50
B (Image)	111,447	07/18/16
BUCKEYE	1,018,802	08/26/75
C-R (Image)	565,354	10/14/52
COMMONWEALTH	130,680	05/04/20
ELASTO-CUSHION (Image)	876,898	09/16/69
G (Image)	1,660,741	10/15/91

U.S. TRADEMARK APPLICATION

MARK	SERIAL NO.	FILING DATE
B85	75/297,228	05/23/97

FOREIGN TRADEMARKS

MARK	REG. NO.
AUSTRALIA	
Image	A118718
Image	A221945
CANADA	
Image	
COMMONWEALTH	
CFS and Design	
FRANCE	
COMMONWEALTH	1,178,484

MARK	REG. NO.
SOUTH AFRICA	
COMMONWEALTH	101256
G Design	133348
UNITED KINGDOM	
G (Device)	B668911