

11-04-1999



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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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 Corporation 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.)

11/04/1999 MTHA11 00000004 2064604

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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

TRADEMARK
REEL: 001984 FRAME: 0564

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,064,604"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,068,661"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="606,894"/>	<input type="text"/>	<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.

Jay E. Sloman

10/25/99

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made this 30 day of September, 1999, by and between CHATWINS GROUP, INC., a Delaware corporation ("Assignor"), and ALABAMA METALS INDUSTRIES CORPORATION, a Delaware corporation ("Assignee");

W I T N E S S E T H:

WHEREAS, the Assignor and Assignee have entered into a certain Asset Purchase Agreement as of the date hereof (the "Purchase Agreement") pursuant to which Assignee is to acquire all intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement, the terms of which are hereby incorporated by reference;

WHEREAS, the Assignor is the owner of certain trademarks and service marks, including but not limited to those trademark and service mark registrations and applications for registration which are listed on Schedule A attached hereto, which forms a part hereof (the "Assigned Marks");

WHEREAS, the Assignor is the owner of the domain names "www.klempgrating.com" and "www.klempwest.com", trade names, copyrights, trade secrets, know-how, formulae, processes, inventions, designs, specifications, general intangibles, associated goodwill and other proprietary information used in its business or otherwise necessary for the ownership and use of the Assigned Marks (the "Other Intellectual Property", together with the Assigned Marks, the "Intellectual Property Assets");

WHEREAS, the Assignor and Assignee have, contemporaneously herewith, entered into a License Agreement, a copy of which is attached as Exhibit A to the Purchase Agreement, pursuant to which Assignee has granted to Assignor certain limited rights to use certain trademarks outside the Territory, as such term is defined in the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the total sum of U.S. Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Intellectual Property Assets, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringements of the Intellectual Property Assets.

2. At Assignee's sole expense, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.

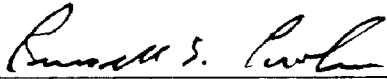
3. This Agreement shall be construed under the laws of the State of Delaware without regard to conflict of laws.

4. To the extent that there may be inconsistencies between this Agreement and the Purchase Agreement, the Purchase Agreement shall be controlling.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the date set forth above.

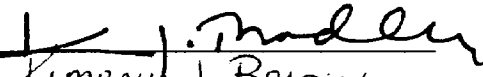
ATTEST:

ASSIGNOR:



[Affix Corporate Seal]

By:



KIMBALL J. BRADLEY

SENIOR VICE PRESIDENT

CHATWIN'S GROUP INC

State of Georgia, County of Fulton, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Kimball J. Bradley, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the S. V. P. of CHATWINS GROUP, INC., a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said CHATWINS GROUP, INC.

Given under my hand and seal this 30th day of September, 1999.

Karen J. Rodriguez (SEAL)
Notary Public, Cherokee County, Georgia
My Commission Expires Sept. 12, 2000
Notary
My Commission expires: _____

For purposes of identification only, the Assignee has signed and sealed this Intellectual Property Assignment Agreement.

ATTEST:

Bob Campbell

[Affix Corporate Seal]

ASSIGNEE:

By: W. Baird
William S. Baird
President + CEO

EXHIBIT A
Trademarks

1. Registered trademarks.

- (a) BONDHEX U.S. Reg. No. 2,064,604
- (b) KLEMP & Design U.S. Reg. No. 2,068,661
- (c) RIV-DEXTEEL U.S. Reg. No. 606,894

2. Unregistered trademarks and tradenames.

- (a) DUO-GRIP
- (b) HEXTEEL
- (c) TOP-FORM
- (d) The tradenames KLEMP, KLEMP CORPORATION, KLEMP GRATING and all derivations thereof.
- (e) All trademarks and tradenames appearing in all product manuals distributed by the Assignor under the KLEMP, KLEMP CORPORATION and KLEMP GRATING tradenames.