

11-24-1999



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MM 11/12/99

### 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  
Effective Date  
Month Day Year
- Merger
- 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  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.)

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

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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 (8851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. 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, Washington, D.C. 20231

**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="1,899,571"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Bruce Bradford

Name of Person Signing

Signature

11/12/99

Date Signed

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 1st day of November, 1999, ("Effective Date"), by and between Gibson Tube, Inc., a New Jersey corporation, with its principal office at 111 Chimney Rock Road, Bridgewater, New Jersey 08807-0812, USA ("Assignor"), and Gibson Tube, Inc., a Delaware corporation, with its principal office at 100 Aspen Hill Road, North Branch, New Jersey 08876, USA ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark and the United States trademark registration identified and set forth on Schedule A, including variations thereof (the "Mark"), and a trade name, identified and set forth on Schedule B, including variations thereof (the "Trade Name"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark and the Trade Name together with the goodwill of the business in connection with which the Mark and the Trade Name are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Mark and the Trade Name together with the goodwill of the business in connection with

which the Mark and the Trade Name are used, including any renewals and extensions of the registration that is or may be secured under the laws of the United States, 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 and the Trade Name, 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 shall request that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Mark and the Trade Name set forth in Schedules A and B are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

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 any of the Mark or the Trade Name; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Mark or the Trade Name, including, but not limited to, testifying as to any facts relating to the Mark and Trade Name assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark or any of the Trade Name that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; 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 \_\_\_ day of \_\_\_\_\_, 199\_.

GIBSON TUBE, INC. (Assignor)

By: [Signature]

Name: James G. Gibson

Title: President

GIBSON TUBE, INC. (Assignee)

By: [Signature]

Name: Stephen Fisher

Title: Vice President

STATE OF New York )  
COUNTY OF New York ) SS.

On this 29th day of October, 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 ASSIGNOR Gibson Tube, Inc.

[Signature]  
Notary Public

**EVOYNE V. HARRIS**  
Notary Public, State of New York  
No. 31-5020107  
Qualified in New York County  
Commission Expires November 8, 1999

STATE OF NY )  
COUNTY OF NY ) SS.

On this \_\_\_ day of \_\_\_\_\_, 199\_, there appeared before me Stephen Fisher, 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 ASSIGNEE Gibson Tube, Inc.

[Signature]  
Notary Public

**JO ANN AMELIO**  
Notary Public, State of New York  
No. 01AM5029868  
Qualified in Richmond County  
Commission Expires July 5, 19 2000

SCHEDULE A

Trademark Registration

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GIBSON TUBE (Image)	1,899,571	June 13, 1995

SCHEDULE B

Trade Name

GIBSON TUBE G