

02-06-2001

1.19.01



To the Honorable Commissioner of Patents and Trademarks 101606080 al documents or copy thereof.

1. Name of conveying party(ies):
Reunion Industries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

Additional names of conveying party(ies) attached?
 yes no

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

Name: Bank of America

Internal Address: _____

Street Address:
231 South LaSalle Street, 16th Floor
City Chicago
State IL Zip: 60697

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware

Additional name(s) & address(es) attached? yes no

3. Nature of Conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 16, 2000

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

A. Trademark Application No(s).

B. Trademark Registration No(s):

0728,306 "King-Way"
1,277,890 "CAPS"
528,559 "Hanna"
2,277,721 "Mirro-clad"
2,414,433 "Mirro-clean"
375,851 "Rosite"
880,690 "Rosite"
1,768,909 "R Rostone"
1,152,928 "Rosite"



01-19-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #39

Additional numbers attached? Yes No

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

June E. Rickey, Esq.
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$240.00

Enclosed
 Authorized to be charged to deposit account
 Total Fee Due
 Any deficiencies in the enclosed fees.

CERTIFICATE OF MAILING

Date: 01/17/01

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Va., 22202-3513.

Keiba Zver
(Typed or Printed Name)
Keiba Zver
(Signature)

8. Deposit account number: 03-0172
 The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

(Attach duplicate copy of this page if paying by deposit account)

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.

June E. Rickey
Name of Person Signing

June Rickey
Signature

1-17-01
Date

Total number of pages comprising transmittal: 1

PATENT, TRADEMARK AND
LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by REUNION INDUSTRIES, INC., a Delaware corporation, having its principal office and place of business at One Stamford Landing, 62 Southfield Avenue, Stamford, Connecticut 06902 ("Grantor"), in favor of BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, having an office located at 231 South LaSalle Street, 16th Floor, Chicago, Illinois 60697 ("Agent"), as Agent for the ratable benefit of itself and the Lenders (defined below) pursuant to the Amended and Restated Financing and Security Agreement of even date herewith, (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Financing Agreement") by and among the Grantor, Agent, and Bank of America, National Association and each other lender or Person which are parties to the Financing Agreement whether by execution of the Financing Agreement or otherwise (individually, a "Lender" and collectively, the "Lenders" (which terms shall include the Formula Lenders and Term Loan B Lenders)).

WITNESSETH:

WHEREAS, the Financing Agreement provides (i) for the Agent and the Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Agent for the benefit of itself and the Lenders, of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, provisional patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trade names, goodwill associated therewith, and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Agent for the ratable benefit of the Lenders and for the benefit of the Agent with respect to the Agent's Obligations, a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) patents, provisional patent applications and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those

patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, reexaminations, divisions, continuations, continued prosecution applications, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Agent for the ratable benefit of the Lenders and for the benefit of the Agent with respect to the Agent's Obligations, a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(B) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, Grantor will not, without Agent's prior written consent which shall not be unreasonably withheld, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement, other than a license to a customer in the ordinary course of business) and Grantor further agrees that it will not take any action, or permit any action to be

taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement.

5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, continued prosecution application, trademark registration, or license renewal, reexamination certification, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Grantor represents and warrants to and agrees with Agent for the benefit of itself and the Lenders that:

(i) The Patents and Trademarks are subsisting and have not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part;

(ii) Each of the Patents and Trademarks is valid and enforceable;

(iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement) except as otherwise agreed to by the Agent; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

8. Contingent Assignment. The Grantor has executed in blank and delivered to the Agent for the benefit of itself and the Lenders, an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Agent to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Agreement.

9. Duties of Grantor. Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Agent which consent shall not be unreasonably withheld.

10. Financing Statements; Documents. At the request of Agent, Grantor will join with Agent in executing one or more financing statements pursuant to any applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Grantor will execute and deliver to Agent for the benefit of itself and the Lenders, from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

11. Agent's Right to Sue. Agent shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 11.

12. Waivers. No course of dealing between Grantor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege

hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Financing Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement or any other Financing Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

17. Governing Law. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

18. Attorney-at-Law. The Grantor hereby authorizes any attorney-at-law to appear in any court of record in any county in the State of Ohio or elsewhere where the undersigned resides, signed this Agreement or can be found, after the Agent declares an Event of Default and accelerates the balances due under the Financing Agreement, to waive the issuance of service of process and confess judgment against any or all of the undersigned in favor of the Agent for the amounts then appearing due, together with the costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution.

WARNING--BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, REUNION INDUSTRIES, INC. has executed this Agreement as of the 16 day of March, 2000.

Signed and Acknowledged:

in the presence of:

[Signature]
Deanna Redder
[Signature]
Jennifer G. Rost

REUNION INDUSTRIES, INC.

[Signature]
Name: Kimball J. Bradley
Title: Executive Vice President

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was executed before me this 16 day of March, 2000, by Kimball Bradley, the Executive VP Operat of Reunion Industries, Inc., a Delaware corporation, on behalf of the company.

Kimberly A. Chasko
Notary Public

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

Accepted at Cleveland, Ohio,
as of March 16, 2000

BANK OF AMERICA, NATIONAL ASSOCIATION
as Agent

Robert T. McGuire
Name: Robert T. McGuire
Title: Senior Vice President

SCHEDULE A**Patents*****CHATWINS GROUP, INC.***

<u>PATENTS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
• <i>EUROPA PETROLEUM DIVISION</i>		
None		
• <i>CP INDUSTRIES DIVISION</i>		
Pipe Joint	3,476,414	11/04/69
Safety Disconnectable Flow Limiter Valves	3,771,762	11/13/73
Apparatus for Permanently Indicating Maximum Gas Pressure in a System	4,198,869	04/22/80
Inert-Metal Lined, Seamless Steel-Body Cylinder	Pending (original application filed 01/14/97)	Notice of Allowability Issued 06/04/99
• <i>HANNA CORPORATION</i>		
Accumulator with Piston-Poppett Seal Assembly	4,461,322	07/07/84
Accumulator	4,432,393	02/21/84
Accumulator with Piston-Poppett Seal Assembly*	1,198,033	12/17/85
*Canadian Patent Registration		
• <i>STEELCRAFT DIVISION</i>		
None.		
• <i>THE ALLIANCE MACHINE COMPANY</i>		
Weighting System	3,899,034	08/12/75
Gantry Crane with plural hoist means	4,027,800	06/07/77
Drive Trucks	4,062,296	12/13/77
Gantry Cranes	4,094,493	06/13/78
Ingot Stripper Structure	4,098,320	07/04/78
Crane Safety Reeving	4,214,664	07/29/80
Weighting System	4,368,792	01/18/83

Mould Handling, Cleaning & Preparation System	4,446,813	05/08/84
Weighing System	4,503,921	03/12/85
Hoisting System	4,653,653	03/31/87

STANWICH ACQUISITION CORP.

<u>PATENTS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Rack system rigid sturdy moment resisting multi-level	1232237 (Canada)	02/02/88
Rack System	2649199.6 (Germany)	04/24/86
Self-Locking Beam Clip	Serial No. 281,340 (filed 03/30/99)	Pending ¹
Self-Locking Beam Clip	Serial No. 09/052,486	03/31/98
Self-Locking Beam Clip	Never filed	12/05/97

<u>DESCRIPTION</u>	<u>GRANTOR</u>	<u>REGISTRATION #</u>	<u>DATE</u>
Rack System	U.S.	4708252	11/24/87
Improved gravity feed return pallet storage rack	Switzerland	598098	11/15/77
Gravity Storage System	U.S.	3900112	08/19/75
Gravity feed return pallet storage rack	U.S.	4068751	01/17/78
Gravity Storage system KWIII	Canada	992882	07/13/76
Improved gravity feed return pallet storage rack	Belgium	843068	06/16/76
Trackway for storage and dispensing racks	U.S.	3063534	11/13/62
Frame construction for racks with adjustable shelves	U.S.	3040904	06/26/62
Frame construction for racks with adjustable shelves	Canada	664111	05/28/63
Trackway for storage and dispensing rack	Canada	670336	09/10/63
Gravity feed return pallet storage rack	France	2339558	09/30/77
Improved storage rack system	European patent	154704	09/18/85
Rack Devise for Storage	Japan	60197503	10/07/85

¹ Grantors are John M. Olsson and James B. McDermott

REUNION INDUSTRIES, INC.

U.S. PATENTS

REG. NO.

REG. DATE

None

SCHEDULE B**Tradenames and Trademarks****I. TRADEMARKS****CHATWINS GROUP, INC.**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
* <i>CP INDUSTRIES DIVISION</i>		
MIRRO-CLAD	2,277,721	09/14/99
MIRRO-CLEAN	Pending	Notice of Allowance Issued 09/14/99
* <i>HANNA CORPORATION</i>		
HANNA	528,559	08/08/50
HANNA*	332,059	09/18/87
*Canadian Registration		

STANWICH ACQUISITION CORP.

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
King-Way	728306 (US)	03/06/82 (renewal date)
CAPS	1262310 (UK)	03/09/93 ¹
CAPS	1277920 (US)	07/24/91 ²
CAPS	1107086 (Germany)	06/04/87 ¹

REUNION INDUSTRIES, INC..

<u>Trademark</u>	<u>Status</u>	<u>Reg. Or Appl. No.</u>	<u>Reg. Date</u>	<u>Class(es)</u>
R ROSTONE	registered	1,768,909	05/04/93	40,42

¹ The Seller (Harvard Industries/The Kingston-Warren Corporation) had not taken nor intended to take any steps to renew and/or maintain these trademark registrations.

² The U.S. Patent and Trademark office records indicate this registration is jointly owned by Harbard Industries, Inc. and The Kingston-Warren Corporation.

Trademark	Status	Reg. Or Appl. No.	Reg. Date	Class(es)
ROSITE	registered	1,152,928	05/05/81	7
ROSITE	registered	375,851	03/05/40	17
ROSITE	registered	880,690	11/18/69	1
ROSITE R	expired	1,036,631	03/30/76	7,9 and 17
RADIO-PAL	expired	835,851	09/26/67	28
ROSTONE ¹	cancelled	1,322,801	03/05/85	1,7,9,11 and 17

Trademark	Country	Status	Reg. or Appl. No.	Reg. Date	Class(es)
ROSITE	Austria	registered	63,060	11/14/68	9, 11, 17, 20 and 21
ROSITE	Australia ²	registered	263,320	11/06/93	1
ROSITE	Australia	registered	263,321	11/06/93	9
ROSITE	Australia	registered	263,322	11/06/93	17
R ROSITE	Benelux	registered	345,985	02/22/77	1, 7, 9, 11, 17
ROSITE	Benelux	registered	101,309	12/12/88 (renewal date)	1, 7, 9, 11, 17, 19
ROSITE	Canada	registered	TMA115198	09/04/59	6, 11,20 and 21
ROSITE & DESIGN	Canada	registered	TMA216944	11/05/76	9, 17, 19
ROSITE	France	registered	1,409,309	04/04/78	1, 6, 9, 11, 17
ROSITE	France	registered	1,490,763	09/27/88	1, 6, 9, 11, 17
ROSITE	Germany	registered	904,720	04/25/73	1, 7, 9, 11, 17
ROSITE	Italy	registered	520,911	01/23/90	1, 9, 11, 17
ROSITE	Japan ³	registered	04036476	1993	17
ROSITE	Japan	registered	61007784	1987	17
ROSITE ⁴	Japan	registered	47119425	1978	9, 11

¹ Cancelled trademarks may sometimes be revived.

² None of the Australian trademarks appeared on the Thompson & Thompson ("T&T") search.

³ None of the application and/or registration numbers from the T&T search matched those on the Barnes trademark schedule.

⁴ We believe this mark to be owned by Oneida Rostone, the name of the owner was not made available in the T&T search report.

Trademark	Country	Status	Reg. or Appl. No.	Reg. Date	Class(es)
ROSITE ⁵	Japan	registered	53007471	1981	9, 11
ROSITE ⁶	Malaysia	proposed			9
ROSITE	New Zealand ⁷	registered	102426	11/13/93	1
ROSITE	New Zealand	registered	102427	11/13/93	9
ROSITE	New Zealand	registered	102428	11/13/93	17
ROSITE	Sweden ⁸	registered	128,623	09/26/89	1
ROSITE	Spain	registered	563,968M	06/06/68	9
ROSITE	Spain	registered	563,967M	06/06/68	17
ROSITE ⁹	Spain	cancelled	563,966M	06/06/68	1
ROSITE	Switzerland	registered	365,192	04/08/88	1, 7, 9, 11, 17, 19, 20, 21, 28
ROSITE	Taiwan	registered	80040197	06/01/92	1, 17
ROSITE	Taiwan	registered	81007935	09/01/92	1, 2, 12, 17
RST	Taiwan	registered	219414	1983	9
ROSYTEH ¹⁰					
ROSITE	United Kingdom	registered	765,615	05/16/57	17
ROSITE	United Kingdom	registered	787,855	02/27/59	17
ROSITE	United Kingdom	registered	943,358	05/30/69	1
ROSITE	United Kingdom	registered	943,359	05/30/69	9
ROSITE	United Kingdom	registered	943,360	05/30/69	11
ROSITE	United Kingdom	registered	943,361	05/30/69	17

⁵ We believe Oneida Rostone is the owner/assignor of this mark, however, the applicant was Arin Brudry of Wisconsin.

⁶ We have no filing details and therefore, we presume this is still being considered.

⁷ None of the trademarks in New Zealand appeared on the T&T search.

⁸ This mark was not found in the T&T search.

⁹ Cancelled or expired marks are generally included schedules in case any common law rights have accrued, or in case the new owner wishes to file a petition to revive. However, Spain does not recognize any common law rights in trademarks.

¹⁰ This is presumed to be some sort of transliteration of the mark.

Trademark	Country	Status	Reg. or Appl. No.	Reg. Date	Class(es)
ROSITE ¹¹	United Kingdom	expired	943,362	05/30/69	19
ROSITE	United Kingdom	expired	1,076,710	04/06/77	7
R ROSITE	United Kingdom	expired	1,074,089	02/07/77	7
R ROSITE & DESIGN	United Kingdom	expired	1,074,090	02/07/77	9
R ROSITE & DESIGN	United Kingdom	expired	1,074,091	02/07/77	17
R ROSITE & DESIGN	United Kingdom	expired	1,074,340	02/11/77	11

¹¹ Expired or cancelled trademarks are usually included in schedules as long as a record of them still exists at the Patent and Trademark Office. Common law rights may have accrued and to a certain extent, are recognized in the United Kingdom.

II. TRADENAMES

CHATWINS GROUP, INC.

Correct Legal Name of Company:

- **Chatwins Group, Inc. ("CGI")**

Delaware Corporation – prior name **Europa Petroleum, Inc.** [name used 1980 – 1988]

Europa was acquired by Stanwich Partners, Inc. December 1986. Name changed with formation of Chatwins Group, Inc. May 1988.

Current Divisions of Chatwins Group, Inc:

- **The Alliance Machine Company** [Business name since 1901]

-also uses **Allmark** name since 1992

-prior name was **Alli Acquisition Corp.***

Asset Purchase by Alli Acquisition Corp.* June 1989 as a wholly owned subsidiary of Chatwins. Name changed and merged into Chatwins March 1990.

- **Auto-Lok, Inc.** [Business name since 1987]

prior names are:

Alok Holdings, Inc.*

Auto-Lok Holdings, Inc.*

Assets purchased from Auto-Lock, Inc. (Ohio Corp.) by Alok Holdings, Inc. November 1990 and after the purchase renamed themselves Auto-Lok, Inc. Auto-Lok, Inc. (Delaware Corp.) was merged into Chatwins Group, Inc. May 1993.

- **CP Industries, Inc.** [Business name since 1986 – company founded in 1897]

Assets acquired by Stanwich Partners from USX in July 1986. Acquired as a partly owned subsidiary of Chatwins, with Chatwins' initial formation May 1988. Balance of CPI acquired and merged into Chatwins January 1989.

- **Europa Petroleum, Inc.**

- **Hanna Corporation** [Business name since 1901]

-also uses the name **T.J. Brooks Company**

-prior names are:

Hanna Holding Corp.*

Hanna Acquisition Corp.*

Hanna Investment Corp.*

Stock acquired by Hanna Holding Corp. and private investors December 1986. Hanna Corporation merged into Chatwins May 1988.

- **Steelcraft, Inc.** [Business name since 1972]

-prior names used were **Steelcraft Acquisition Corp.*** and **KSB Acquisition Corp.***

*These corporate names were never used by the operating divisions in any business transactions and/or commerce.

Capital Stock acquired from Fuqua Industries by Stanwich Partners, Inc. and private investors; merged into Chatwins May 1998.

STANWICH ACQUISITION CORP.

SAC'S Complete Legal Name:

Stanwich Acquisition Corp.

Past Legal Names of SAC:

Victor Fluid Power, Inc.

Past and Present Trade Names of SAC:

King-Way Material Handling Company

Victor Fluid Power, Inc.

REUNION INDUSTRIES, INC.

The Borrower's Complete Legal Name is:

Oneida Rostone Corp. ("ORC")

Past Legal Names of the Borrower and of ORC:

ORC: Oneida Molded Plastics Corp.

Reunion: Reunion Resources Company (predecessor company)

Buttes Gas & Oil Co. (predecessor company)

Past and Present Trade Names of the Borrower and of ORC:

ORC: Oneida Molded Plastics Division of O.R.C.

Rostone Division of O.R.C.

Data Packaging Ltd. (DPL)

Three Rivers Tool

Quality Molded Plastics

Rostone Corporation

ORCplastics

SCHEDULE C

License Agreements

CHATWINS GROUP, INC.

- (1) Agreement between CP Industries, division of Chatwins Group, Inc., Matec Instruments, Inc. , and FIBA Technologies, Inc., dated November 11, 1997 regarding the purchase and use of ultrasonic testing equipment.
- (2) Hanna Distribution Agreements—Hanna has entered into numerous distribution agreements with distributors in North America. See attached copy of the agreement used and a list of current distributors.
- (3) Auto-Lok Preferred Distributor Agreements. See attached copy of the Agreement used and a list of current distributors.
- (4) Know-how License Agreement, dated as of July 31, 1986, between U.S. Diversified Group, a division of USX Corporation and CP Industries, Inc.

STANWICH ACQUISITION CORP.

- (1) Preferred Distributor Agreement, dated January, 2000 between Auto-Lok, Inc. and Kingway Material Handling, and Hy-Tek Material Handling.
- (2) Licensing Agreement with Canadian Dealer, Pacific Westeel, and Software Licensed Customers.

Patent Licenses

- (1) Agreement between Kingston-Warren Corporation and Applied Cellular Technology, dated January 8, 1997, with Kingston granting a license to use its patents to Applied cellular.
- (2) Licensing and Technological Assistance Agreement between Kingston-Warren Corporation and Colloy Engineering Pty. Ltd., dated January 1, 1980, with Kingston granting a license to use its patents to Colloy.
- (3) Licensing and Technological Assistance Agreement between Kingston-Warren Corporation and Pacific Steel Ltd., dated April 1, 1981, with Kingston granting a license to use its patents to Pacific.

Trademark Licenses

- (1) Agreement between Kingston – Warren Corporation and Applied Cellular Technology, dated January 8, 1997, with Kingston granting a license to use its trademarks to Applied Cellular.
- (2) Licensing and Technological Assistance Agreement between Kingston-Warren Corporation and Colloy Engineering Pty. Ltd., dated January 1, 1980, with Kingston granting a license to use its trademarks to Colloy.
- (3) Licensing and Technological Assistance Agreement between Kingston Warren Corporation and Pacific Steel Ltd., dated April 1, 1981, with Kingston granting a license to use its trademarks to Pacific.

REUNION INDUSTRIES, INC.

None

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, REUNION INDUSTRIES, INC. organized and existing under the laws of the State of Delaware, having a place of business at 300 Weyman Plaza, Suite 340, Pittsburgh, Pennsylvania 15236 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

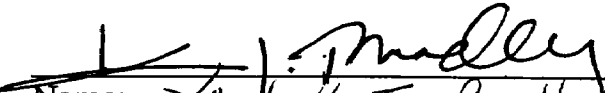
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 16 day of March, 2000.

REUNION INDUSTRIES, INC.


Name: Kimball J. Bradley
Title: Executive Vice President

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO

)

) ss:

COUNTY OF CUYAHOGA

)

On this the 16 day of March, 2000, before me appeared Kimball J. Bradley, the person who signed this instrument, who acknowledged that he is the Executive VP of Reunion Industries, Inc., and that being duly authorized he signed such instrument as a free act on behalf of Reunion Industries, Inc.

Kimberly A. Chasko

Notary Public

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

[Seal}

My commission expires: _____

ANNEX

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations--</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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[List chronologically in ascending numerical order]

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations--</u> United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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[List chronologically in ascending numerical order]

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, REUNION INDUSTRIES, INC. organized and existing under the laws of the State of Delaware, having a place of business at 300 Weyman Plaza, Suite 340, Pittsburgh, Pennsylvania 15236 (the "Assignor"), has adopted and used and is using the patents (the "Patents") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 12 day of March, 2000.

REUNION INDUSTRIES, INC.


Name: Kimball J. Bradley
Title: Executive Vice President

The foregoing assignment of the Patents and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[Assignee] _____

By: _____

Title: _____

STATE OF OHIO

)
) ss:
)

COUNTY OF CUYAHOGA

On this the 12^o day of March, 2000, before me appeared Kimball J. Bradley, the person who signed this instrument, who acknowledged that he is the Executive VP of Reunion Industries, Inc., and that being duly authorized he signed such instrument as a free act on behalf of Reunion Industries, Inc.

Kimberly A. Chasko
Notary Public
KIMBERLY A. CHASKO, Notary Public
State of Ohio
Resident of Medina County
My Commission Expires Sept. 22, 2002

My commission expires: _____

ANNEX

Registrations--
United States Patent and Trademark Office
Registration No. Registration Date

Patents

[List chronologically in ascending numerical order]

Registrations--
United States Patent and Trademark Office
Serial No. Filing Date

Patents

[List chronologically in ascending numerical order]