

07-11-2001

UMP
6/30/01



101772867

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUN 30

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

Name Leavitt Tube Company, Inc.

Execution Date
Month Day Year
03302001

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Pinkert Industrial Group, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 500 Skokie Blvd.

Address (line 2) Suite 500

Address (line 3) Northbrook

City

IL

State/Country

60062

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Limited Liability Company

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.)

Citizenship/State of Incorporation/Organization Illinois

07/10/2001 DBYRNE 00000095 2238274

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 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, Washington, D.C. 20231

TRADEMARK
REEL: 002326 FRAME: 0335

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="2238274"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2208606"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2235728"/>	<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:

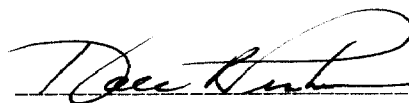
Yes

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.

Dale Pinkert



3/30/2001

Name of Person Signing

Signature

Date Signed

LEAVITT TUBE COMPANY, INC.

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned, LEAVITT TUBE COMPANY, INC., a Delaware corporation ("Seller"), by these presents does sell, assign, transfer and convey unto PINKERT INDUSTRIAL GROUP, LLC, an Illinois limited liability company ("Purchaser"), and its successors and assigns, all of Seller's right, title and interest in and to all of the properties, business and assets of every kind, nature and description, real, personal or mixed, tangible, or intangible, wherever located, excluding only the Excluded Assets (as hereinafter defined) (collectively, the "Purchased Assets"), which Purchased Assets shall include without limitation the following:

1. all machinery, vehicles, equipment, tools, spare parts, construction in progress, computer equipment and computer programs, furniture and fixtures and other material fixed assets owned by Seller and located on any of the premises described on Exhibit A, attached hereto, or elsewhere that are used primarily in the Business (as defined below);
2. all inventories of Seller relating to the Business;
3. all receivables of Seller (other than intercompany receivables) relating to the Business arising from sales of inventory in the ordinary course of business, including without limitation all proceeds thereof which may be received by Seller subsequent to the date hereof except proceeds relating to Actual Uncollected Receivables (as defined in the Purchase Agreement) assigned to Seller pursuant to Section 3.5.4 of that certain Purchase and Sale Agreement, dated as of March 15, 2001, as amended (the "Purchase Agreement"), by and among Purchaser and Seller, and joined in by Dale R. Pinkert, an individual, Robert Pinkert, an individual, and Chase Industries Inc., a Delaware corporation;
4. all operating data and records of Seller related to the Business, including customer lists, financial, accounting and credit records, correspondence, budgets and other similar documents and records;
5. all of the proprietary rights of Seller relating to the Business, including without limitation all patents, patent applications, patent licenses, trademarks, trade names and registrations and applications therefore, trade secrets, technology, know-how, formulae, designs and drawings, computer software, slogans, copyrights, processes and other similar intangible property and rights relating to the Business and all goodwill associated therewith, as set forth in Exhibit B attached hereto;
6. all prepaid and deferred items of Seller existing as of 11:59 p.m. on date hereof with respect to the Business, including prepaid rentals, taxes and unbilled charges and deposits relating to the operations of the Business; and
7. all of Seller's right, title and interest in and to the goodwill of the Seller relating to the Business.

Notwithstanding any other provision of this Bill of Sale, the Purchased Assets shall not include, and none of the assignments described herein shall constitute an assignment or transfer (or an attempted assignment or transfer of, the following excluded assets (collectively, the "Excluded Assets")):

A. the Cash Consideration (as defined in the Purchase Agreement) and Seller's other rights under the Purchase Agreement;

B. cash and cash equivalents of Seller in excess of \$11,000 relating to the Business and intercompany account receivable to Seller or Holco Corporation, an Illinois corporation, or any affiliate (as defined in Section 11.13 of the Purchase Agreement);

C. the intellectual property rights listed on Exhibit C attached hereto;

D. subject to Purchaser's rights under Section 6.25, any document containing information about the Business which is combined or consolidated with other information of Seller and any documents prepared by Seller for the purpose of informing its management about the sale of the Business or the Purchased Assets;

E. all claims, right and interest of Seller to any refunds to Taxes;

F. subject to Purchaser's rights under Section 1.2.11 of the Purchase Agreement, all insurance policies and insurance policy deposits entered into by Seller or an affiliate of Seller covering the Purchased Assets and/or the Business and any rights related thereto; and

G. all privileged communications, oral or written, between Seller's officers, directors or employees and Seller's attorneys (both inside and outside counsel), on any subject whatsoever regarding the Business.

For purposes of this Bill of Sale, the assets, properties and business of Seller are sometimes referred to collectively herein as the "Business".

Capitalized terms used but not defined herein and defined in the Purchase Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

TO HAVE AND TO HOLD the Purchased Assets unto Purchaser, its successors and assigns, forever.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the 30th day of March, 2001.

LEAVITT TUBE COMPANY, INC.

By: *M. T. Segraves*
Michael T. Segraves
Vice President and Assistant Treasurer

Exhibit B

Purchased Proprietary Rights

I. Computer Programs and Software Licenses

- A. All licenses to computer programs provided by Unisys Corp., J.D. Edwards World Solutions Co., IBM and Harbinger which are used in the Business.

- B. All other computer programs and licenses to computer programs used in the Business, to the extent that Leavitt is able, under the terms of a particular license, to assign the license generally or to assign the license without the permission of a third party (*i.e.*, the licensor). Such programs and licenses include without limitation:
 - All software programs, improvements and modifications developed by employees or agents in connection with the electronics data processing operations related to the Business;
 - All licenses to word processing software;
 - All licenses to spreadsheet software; and
 - All licenses to operating system software.

II. Subject to Schedule B, all of Leavitt's right, title, and interest in and to the trademarks and trade names used in the Business, including without limitation:

U.S. TRADEMARKS

MARK	APP. NO. FILE DATE	REG. NO. ISSUE DATE
LEAVITT	75/346,352 08/25/97	2,238,274 04/13/99
TUBE MAN (design)	75/346,353 08/25/97	2,208,606 12/08/98
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design)	75/346,510 08/25/97	2,235,728 03/30/99

FOREIGN TRADEMARKS

MARK	APP. NO. DATE FILED	APP. NO. ISSUE DATE
LEAVITT (Mexico)	315,260 11/25/97	571,328 02/27/98
TUBE MAN (design) (Mexico)	315,262 11/25/97	648,754 03/30/00
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design) (Mexico)	315,261 11/25/97	648,753 03/30/00
LEAVITT (Canada)	858,366 10/09/97	Pending
TUBE MAN (design) (Canada)	858,365 10/09/97	Pending
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design) (Canada)	858,321 10/09/97	Pending