

08-16-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steel Industries, Inc.

8-14-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Michigan Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Steel Industries Acquisition Inc.

Internal Address:

Address:

Street Address: 5051 Westheimer Suite 300

City: Houston State: TX Zip: 77056

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Texas

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 07/31/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2262754 1758799 1401837

1757254 1740246 1738678 1735326 1401838

Additional number(s) attached Yes No

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

Name: Lola Lin

Internal Address: Locke Liddell & Sapp LLP

Street Address: 3400 JPMorganChase Tower 600 Travis

City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

12-1322

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9. Signature.

David Pille

Name of Person Signing

Signature

08/08/2002

Date

Total number of pages including cover sheet, attachments, and document: 3

08/15/2002 LMUELLER 00000230 2262754

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 2563 FRAME: 0134

ASSIGNMENT

WHEREAS, **Steel Industries, Inc.** ("Assignor"), a corporation organized and existing under the laws of the State of Michigan, having a place of business at 12600 Beech Daly Road, Detroit, Michigan 48239, owns certain marks and trademark registrations as follows:

MARK	U.S. Reg. No.
Miscellaneous design (man/circle design)	2,262,754
A ALLSTEEL INTERNATIONAL (and design)	1,758,799
P PRESSFORM (and design)	1,757,254
FSI FORGING SPECIALTIES INC.	1,740,246
STEEL INDUSTRIES INC SERVING AMERICAN INDUSTRY SINCE 1913 (and design)	1,738,678
AJAX AJAX EXTRUSION PRODUCTS (and design)	1,735,326
ALLROLL	1,401,838
ALLDIE	1,401,837

WHEREAS, **Steel Industries Acquisition Inc.** ("Assignee"), a corporation organized and existing under the laws of the State of Texas, having a place of business at 5051 Westheimer, Suite 300, Houston, Texas 77056, is desirous of acquiring Assignor's right, title and interest in and to the above-identified marks, applications and registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

WHEREAS Assignor and Assignee have entered into that certain Asset Purchase Agreement ("Agreement"), dated July 19, 2002, by and among Ameri-Forge Corporation, a Texas corporation now known as Ameri-Forge Group Inc., Specialty Piping Components, Inc., a Texas corporation, Assignor, and Texas Metal Works, Inc., a Texas corporation, and joined on July 31, 2002, by Assignee, Ameri-Forge Limited, a Texas limited partnership, Taper-Lok Corporation, a Delaware corporation, 4444 Center Street Corporation, a Delaware corporation, and Beaumont Real Estate Holding Company, a Texas corporation;

NOW, THEREFORE, for and in consideration of the purchase price under the Agreement, the premises, and the respective representations, warranties and covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby sells, assigns and transfers unto the Assignee all of Assignor's right, title and interest in and to the above-identified marks, applications and registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof and other past injury thereto; to have and to hold unto Assignee, its successors and assigns, forever.

Notwithstanding anything to the contrary herein, the marks, registrations and applications and other rights, titles and interests conveyed hereunder shall not include any Retained Assets, as defined in the Agreement.

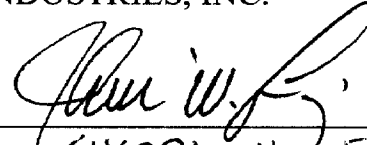
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the marks, applications, and registrations in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

STEEL INDUSTRIES, INC.

By:

Name:

Title:



SHERRI W. FRUGE

VICE PRESIDENT