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

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

1. Name of conveying party(ies):

GS Technologies, LLC

8.13.02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/08/2002

2. Name and address of receiving party(ies)

Name: GS Holdings, Inc.
Internal
Address:

Street Address: 1901 Roxborough Road, Suite 200
City: Charlotte State: NC Zip: 28211

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,940,786

Additional number(s) attached Yes No

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

Name: Elizabeth H. Fernandez, Legal Assistant

Internal Address:

c/o Parker, Poe, Adams & Bernstein

Street Address: 401 South Tryon Street,

Suite 3000

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Elizabeth H. Fernandez
Name of Person Signing

Elizabeth H. Fernandez
Signature

8.7.02
Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/15/2002 TDIAZ1 00000105 1940786

01 FC:481 40.00 OP
02 FC:482 25.00 OP

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
GS TECHNOLOGIES, LLC**

Continuation of Item 4B.

Trademark Registration No. 1,940,787

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of May 8, 2002, is made and entered into by and between GS Technologies, LLC, a Delaware limited liability company and successor by conversion of GS Technologies Corporation, a Delaware corporation ("Assignor"), and GS Holdings, Inc., a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated January 25, 2002 (the "Stock Purchase Agreement"; all capitalized terms used but not otherwise defined herein shall have their respective meanings given to such terms in the Stock Purchase Agreement), by and among GS Industries, Inc. ("GSI"), Assignee (together with GSI, "Sellers"), Anglo South American Investments Limited ("Buyer") and Anglo American International S.A., Buyer will acquire all equity interest and control of Assignor following Assignor's transfer into the British Virgin Islands, which transfer and acquisition of equity interest will occur on or about May 22, 2002;

WHEREAS, Sellers and Buyer agreed that, prior to Closing of the above transaction, GSI would cause Assignor to transfer to one or more members of the Retained Group all of Assignor's right, title and interest in and to its Excluded Business Assets, which Excluded Business Assets include the Owned Intellectual Property Rights listed on Schedule A hereto (hereafter, the "Transferred Holdings Intellectual Property Rights").

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Stock Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Transferred Holdings Intellectual Property Rights listed on Schedule A attached hereto, together with the goodwill associated with the trademarks listed thereon and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Holdings Intellectual Property Rights to Assignee.

3. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any all actions that may be necessary or desirable to

perfect the assignment, conveyance and transfer of the Transferred Holdings Intellectual Property hereunder.

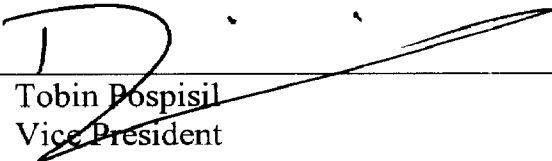
4. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GS TECHNOLOGIES, LLC

Successor by Conversion of GS Technologies Corporation

By: 
Name: Tobin Pospisil
Title: Vice President

GS HOLDINGS, INC.

By: 
Name: Mark G. Essig
Title: President and CEO

SCHEDULE A

TRANSFERRED HOLDINGS INTELLECTUAL PROPERTY RIGHTS

U. S. Trademark Registrations

1. GST™, Trademark No. 1,940,787, issued December 12, 1995
2. GST Technologies™, Trademark No. 1,940,786, issued December 12, 1995