

FORM PTO-1594  
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)  
Tab settings ⇌ ⇌

TRADEMARKS ONLY

7488

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

1. Name of conveying party(ies):  
Hamilton Precision Metals, L.P.

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

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

2. Name and address of receiving party(ies)  
Name: HP Holding Corp.  
Internal Address: \_\_\_\_\_  
Street Address: 103 Springer Building  
3411 Silverside Road  
City: Wilmington State: DE Zip: 19810

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership  
 Limited Partnership  
 Corporation - 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: October 28, 2002

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

A. Trademark Application No.(s)  76/068,745	B. Trademark Registration No.(s)  2,277,917    2,307,266
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Daniel E. Kattman, Esq.  
Internal Address: Suite 2100

Street Address: Reinhart Boerner Van Deuren s.c.  
1000 North Water Street  
City: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications and registrations involved: ..... 3

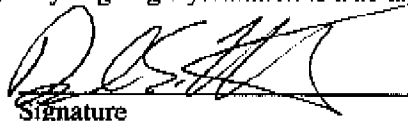
7. Total fee (37 CFR 3.41)..... \$90.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:  
18-0882  
(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.*

Daniel E. Kattman  
Name of Person Signing

  
Signature

December 18, 2002  
Date

Total number of pages including cover sheet, attachments, and document: [6]

931344

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

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

Whereas, Hamilton Precision Metals, L.P., a limited partnership organized and existing under the laws of the State of Delaware ("Assignor"), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as the "Marks") and certain patents and patent applications listed in Schedule A (collectively referred to as the "Patents"); and

Whereas, HP Holding Corp., a corporation organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire the Marks and Patents under the terms of that certain Asset Purchase Agreement, dated as of October 4, 2002, between Assignor, Assignee and Katy Industries, Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely, irrevocably and forever, (i) the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements and (ii) the entire right, title and interest in and to the Patents throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any reissue, restoration, extension or reexamination of any patent thereof, the same to be held and enjoyed by

TRADEMARK

REEL: 002587 FRAME: 0295

Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Patents have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor represents and warrants that all maintenance and renewal fees, if any, for the Marks and Patents have been paid to the Patent and Trademark Office and that the Marks and Patents have not lapsed due to Assignor's failure to pay any maintenance or renewal fee.

From and after the date hereof, Assignee hereby assumes and undertakes to pay, perform or discharge when due the liabilities and obligations of the Assignor with respect to the Marks and Patents, including, but not limited to, any expenses associated with the extension or enforcement of any Mark or Patent.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and Patents in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks or Patents.


This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have cause this Intellectual Property Assignment Agreement to be executed and delivered as of October 28, 2002.

**ASSIGNOR:**


HAMILTON PRECISION METALS, L.P.

By: HPMNC, Inc., its general partner

By:   
Name: Amir Rosenthal  
Title: Secretary

**ASSIGNEE:**

HP HOLDING CORP.

By:   
Name: Representative of Company  
Title: President

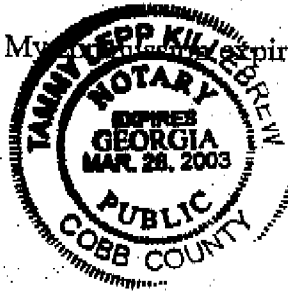
State of Georgia )  
 )  
County of Fulton )

ss:

On this 28<sup>th</sup> day of October, 2002, before me personally came Amir Rosenthal to me known, who being by me duly sworn, did depose and say that he/she is the Secretary of HPMNC, Inc., the general partner of Assignor, and acknowledged that he executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received.

Tammy Lepp Killebrew  
Notary Public

My commission expires: March 28, 2003

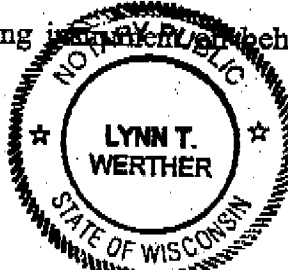


State of Wisconsin )  
 )  
County of Milwaukee )

ss:

On this 30<sup>th</sup> day of October, before me personally came Michael Gaudard to me known, who being by me duly sworn, did depose and say that he/she is the President of HP Holding Corp. and acknowledged that he/she executed the foregoing instrument on behalf of said Assignee and pursuant to authority duly received.

Lynn T. Werther  
Notary Public



My commission expires: 8/8/09

SCHEDULE A

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>
USA	HAVAR	2,277,917
USA	HPM	2,307,266
USA	HPM & Design	76/068,745

<u>COUNTRY</u>	<u>PATENT DESCRIPTION</u>	<u>APP/REG NO.</u>
USA	Method of producing Textured Surfaces on medical implants	s/n 10/226,616
Japan	Method of producing Textured Surfaces on medical implants	2002-249227
European Union	Method of producing Textured Surfaces on medical implants	Claiming priority from US Provisional Application No. 60/315,271