

9/23/02

RECC
TR

09-27-2002

Docket No.:



102235836

original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

St. Louis Steel Products, Inc.
133 McDonnell Blvd.
Hazelwood, MO 63042

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: October 5, 2001

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

Name: Tyco Flow Services AG

Internal Address: _____

Street Address: Schwertstrasse 9, CH-8200

City: Schaffhausen, Switzerland State: _____ ZIP: _____

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

If assignee is not domiciled in the United States, a domestic designation is attached Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

76/209,694
76/210,277

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Montgomery W. Smith

Internal Address: _____

Street Address: Tyco Flow Control, LP

15 Hampshire St.

City: Mansfield State: MA ZIP: 02048

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

2

7. Total fee (37 CFR 3.41):.....\$ \$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

190254

FINANCE SECTION
SEP 23 PM 1:13
RECORDS

09/26/2002 LNUELLER 00000152 190254 76209694

DO NOT USE THIS SPACE

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

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 O'Brien

Name of Person Signing

Elizabeth O'Brien

Signature

9-23-02

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002589 FRAME: 0375

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE (FOR TRADEMARK APPLICATION)

Name of Applicant: **Tyco Flow Services AG**
Serial No., if Any: **76/209,694 and 76/210,277**
Filing Date: **2/13/01**
Address of Applicant: **Schwertstrass 9**
CH-8200 Schaffhausen, Switzerland

Docket No.

Trademark: **SQUARE VALUE, BREAKTHRUSQUARE**

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS

The above-identified Applicant hereby designates the following as Domestic Representative upon whom notice or process in proceedings affecting the above-identified trademark may be served:

Name of Domestic Representative: **Montgomery W. Smith**
Postal Address: **Tyco Flow Services**
15 Hampshire St.
Mansfield, MA 02048

Dated: 16 September 2002

By: Stephen Faciszewski
Stephen Faciszewski

Certificate of Mailing by Express Mail

I certify that this document and fee is being deposited on **EK718429032US** with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Beverly Phillips
Signature of Person Mailing Correspondence

Beverly Phillips

Typed or Printed Name of Person Mailing Correspondence

EK718429032US

"Express Mail" Mailing Label Number

Certificate of Mailing by First Class Mail

I certify that this document and fee is being deposited on _____ with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Signature of Person Mailing Correspondence

Typed or Printed Name of Person Mailing Correspondence

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of this 5th day of October, 2001, by and between St. Louis Steel Products, Inc., a Missouri corporation, having its principal place of business located at 191 Rock Industrial Drive, St. Louis, Missouri 63044 (hereinafter “Assignor”), and Tyco Flow Services AG, a Swiss corporation, having its principal place of business located at Schwerstrasse 9, CH 8200, Schaffhausen, Switzerland (hereinafter “Assignee”).

WHEREAS, Assignor, prior to and as of the date hereof, was and is operating an ongoing and existing business, and owns, has adopted, used, and/or intends to use the marks identified on Schedule A attached hereto (the “Marks”), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said Marks, and is the owner of all worldwide right, title and interest in and to the intent-to-use applications for registration for the Marks set forth in Schedule A (collectively the “Trademark Assets”); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement of even date herewith, which provides for, among other things, the assignment of the Trademark Assets from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title

and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

ST. LOUIS STEEL PRODUCTS, INC.

TYCO FLOW SERVICES AG

By: Keri Farrell

By: _____

Title: President

Title: _____

Dated: Oct 5, 2001

Dated: _____

and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

ST. LOUIS STEEL PRODUCTS, INC.

TYCO FLOW SERVICES AG

By: _____

By: Stephen Jaiszewski

Title: _____

Title: Vice President

Dated: _____

Dated: 5. October 2001

SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
SQUARE VALUE	76/209,694	Feb. 13, 2001	Publication Date: Aug. 14, 2001
BREAKTHRUSQUARE	76/210,277	Feb. 13, 2001	Filed