

10-09-2002



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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):  
GS Technologies, LLC *10-4-02*  
7000 Roberts  
Kansas City, MO 64125  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other a Delaware Limited Liability Company  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 05/08/2002

2. Name and address of receiving party(ies)  
Name: Georgetown Steel Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 420 Hazard Street  
City: Georgetown State: SC Zip: 29440  
 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

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
2002 OCT -4 AM 9:36

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1,924,427  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Steven D. Thomas  
Internal Address: Moore & Van Allen, PLLC  
Street Address: 2200 West Main Street  
Suite 800  
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
50-2316

DO NOT USE THIS SPACE

9. Signature.  
Steven D. Thomas *Steven D. Thomas* October 4, 2002  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 06

10/09/2002 TDIAZ1 00000006 1924427  
01 FC:481 40.00

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

# 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 Georgetown Steel Corporation, 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"), GS Holdings, Inc. (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 Non-Business Assets, which Non-Business Assets include the Intellectual Property Rights listed on Schedule A hereto (hereafter, the "Transferred GSC 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 GSC 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 GSC 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 GSC Intellectual Property hereunder.

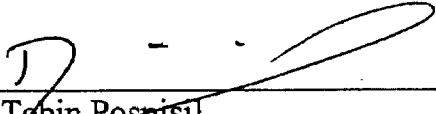
4. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state.


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

**GEORGETOWN STEEL CORPORATION**

By:   
Name: Tobin Pospisil  
Title: Vice President

By:   
Name: Mark G. Essig  
Title: Chairman

SCHEDULE A

TRANSFERRED GSC INTELLECTUAL PROPERTY RIGHTS

U. S. Patents

1. Patent No. 5,462,613 issued October 31, 1995 (Method and Apparatus for Producing Steel Rods)
2. Patent No. 4,338,807, issued July 13, 1982 (Method for Producing Improved Serrated Flats Used in the Manufacturing of Grating)

Foreign Patent Applications

1. Canadian Patent Application No. 2151350 (Method and Apparatus for Producing Steel Rods)
2. Mexican Patent Application No. 952551 (Method and Apparatus for Producing Steel Rods)

U. S. Trademark Registration

1. Melt-to-Tensile™, Trademark No. 1,924,427, issued October 3, 1995

Foreign Trademark Registrations

1. Melt-to-Tensile™, Canadian Trademark No. 472801, issued March 18, 1997
2. Melt-to-Tensile™, Mexican Trademark No. 489274, issued April 26, 1995

**Georgetown Steel Company, LLC**

**U.S. Trademark**

**Registered Mark**

Mark	Reg. No.	Reg. Date
MELT-TO-TENSILE	1924427	10/3/95