

10-09-2002



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REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

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):

Georgetown Steel Corporation  
420 South Hazard Street  
Georgetown, SC 29440

10-4-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- 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: 07/10/2002

2. Name and address of receiving party(ies)

Name: Georgetown Steel Company, LLC

Internal

Address:

Street Address: 420 South Hazard Street

City: Georgetown State: SC Zip: 29440

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Delaware Limited Liability Company

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 PATENT AND TRADEMARKS  
2002 OCT -4 AM 9:35  
FINANCE SECTION

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

Name of Person Signing

Signature

October 4, 2002

Date

5

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

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

10/09/2002 TBIAZI 00000007 1924427

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40.00 OP

TRADEMARK  
REEL: 002595 FRAME: 0196

# INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of July 10, 2002, is made and entered into by and between Georgetown Steel Corporation, a Delaware corporation ("Assignor"), and Georgetown Steel Company, LLC, a Delaware limited liability company formerly known as Midcoast Industries, LLC ("Assignee") (each a "Party," and collectively, the "Parties").

## RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 20, 2002 (the "Asset Purchase Agreement"; all capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement), by and between Assignor and Assignee, Assignee will acquire the Assets of Assignor on or about July 10, 2002, which Assets include certain patent and trademark rights associated with the Business and more particularly described on Schedule A hereto (hereafter, the "Transferred Intellectual Property Rights");

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset 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 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 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 Intellectual Property Rights hereunder.
4. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, applicable to contracts executed in and to be performed entirely within that state.

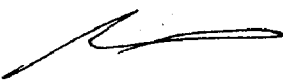
5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

**Assignor:**  
**GEORGETOWN STEEL CORPORATION**

**Assignee:**  
**GEORGETOWN STEEL COMPANY, LLC**

By:   
Name: MARK G. ESSIG  
Title: CHAIRMAN

By:   
Name: Peter B. Richfield  
Title: VICE President

## SCHEDULE A

### TRANSFERRED 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