

Director of the U.S. Patent  
and Trademark Office  
Box Assignments  
Washington, D.C. 20231

11-06-2002



102273410

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No. 102271

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.

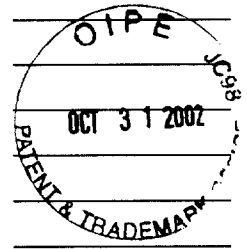
1. A. Name of conveying party:  
Kvaerner Metals Davy Limited  
*10-31-02*

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-United Kingdom  Public Limited Company  
 Other \_\_\_\_\_

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

2. A. Name and address of receiving party:  
Voest-Alpine Industrieanlagenbau GmbH  
Turmstrasse 44, P.O. Box 4, A-4031  
Linz, Austria

B.  Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-  
 Public Limited Company  
 Other Limited Liability  
Company - Austria \_\_\_\_\_



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

Execution Date: September 23, 1999

C. If assignee is not domiciled in the United States, a domestic representative designation is attached  
 Yes  No  
(Designation must be a separate document from Assignment)

D. Additional name(s) & address(es) attached?  
 Yes  No

4. A. Trademark Application No.(s)  
75/794,977

C. Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: James A. Oliff  
Address: OLIFF & BERRIDGE, PLC  
P.O. Box 19928  
Alexandria, VA 22320

6. Total number of applications and registrations involved: 1

7. A. Total fee (37 CFR 3.41).....\$ 40.00  
B. Enclosed (Check No. 135658 )

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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*

Jennifer Fraser  
Typed Name of Person Signing

*Jennifer Fraser*  
Signature

October 31, 2002  
Date

11/05/2002 0BYRNE 00000124 75794977

01 FC:0521

40.00 OP

Total number of pages including cover sheet, attachments and document: 7

TRADEMARK  
REEL: 002611 FRAME: 0337

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Voest-Alpine Industrieranlagenbau GmbH (by  
assignment from Kvaerner Metals Davy Limited)

Application No.: 75/794,977

Filed: September 9, 1999

Attorney Docket No.: 102271

Mark: ASHLOW

**POWER OF ATTORNEY**  
**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Madam:

Applicant hereby appoints James A. Oliff, William P. Berridge, Kirk M. Hudson, Thomas J. Pardini, Edward P. Walker, Robert A. Miller, Mario A. Costantino, Michael S. Culver, Stephen J. Roe, Joel S. Armstrong, Paul Tsou, William J. Utermohlen and Christopher W. Brown, each a member of the bar of the Commonwealth of Virginia, and Richard E. Rice, a member of the bar of the State of Maryland and John W. O'Meara, a member of the bar of the State of Connecticut, all with offices at OLIFF & BERRIDGE, PLC, 277 South Washington Street, Suite 500, Alexandria, Virginia 22314, its attorneys to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, to receive the Certificate of Registration, and to represent it in all proceedings affecting the mark which may arise in the Patent and Trademark Office after the registration has been granted.

OLIFF & BERRIDGE, PLC, whose postal address is P.O. Box 19928, Alexandria,  
Virginia 22320, is hereby designated Applicant's domestic representative upon whom notices or  
process in proceedings affecting the mark may be served.

By: Nigel Hays  
Name: N. E. Hays

Date: 20<sup>th</sup> September 2002

**DEED OF ASSIGNMENT**

---

between

**KVAERNER METALS DAVY LIMITED**

and

**VOEST-ALPINE INDUSTRIEANLAGENBAU GMBH**

I hereby certify that this is a  
true and original copy of the above  
Agreement.

*Nigel Hurry*  
LHM ACIS

THIS ASSIGNMENT is made as of the 23<sup>rd</sup> of September day of  
of the year 1999

**BETWEEN**

**KVAERNER METALS DAVY LIMITED** whose Registered Office is at Ashmore House, Richardson Road, Stockton-on-Tees, Cleveland, TS18 3RE, England (hereinafter called "**the Assignor**" which expression where the context so requires shall include its successors and assigns) of the one part

AND

**VOEST-ALPINE INDUSTRIEANLAGENBAU GMBH**, whose principal office is at Turmstrasse 44, P.O.Box 4, A-4031, Linz, Austria (hereinafter called "**the Assignee**" which expression where the context so requires shall include its successors and assigns) of the other part.

**WHEREAS**

- i) The Assignor is the Registered Proprietor of the Trade Marks short particulars of which are set out in the Schedule hereto (hereinafter collectively called "the said Trade Marks").
- ii) By an Agreement dated 26<sup>th</sup> August 1999 between Kvaerner PLC (as Seller) and the Assignee herein (hereinafter called "**the Sale and Purchase Agreement**") the Seller was to sell (or procure the sale of) with full title guarantee and the Assignee herein was to purchase certain property of the Seller, including the "Divisional Industrial Property Rights" of the "UK Divisional Businesses", both as defined.
- iii) The "Divisional Industrial Property Rights" are defined in the Sale and Purchase Agreement as all Business Industrial Property Rights listed under such heading in the Business Transfer Lists in the Agreed Form and all other Business Industrial Property Rights, which, as at Completion, are owned by a Seller's Group Company and used exclusively or primarily for the purposes of the Divisional Businesses (or any of them), as well as all Additional Industrial Property Rights.
- iv) "UK Divisional Businesses" are defined in the Sale and Purchase Agreement as any business or part of a business which was at any time prior to the date of the Sale and Purchase Agreement carried on in the United Kingdom or owned by any Seller's Group Company.
- v) The Assignor herein is a Seller's Group Company and carries on a UK Divisional Business.
- vi) The said Trade Marks are included in the Divisional Industrial Property Rights.
- vii) The Assignor has agreed to assign the said Trade Marks to the Assignee and the Assignee has requested the Assignor to execute this Assignment.

NOW THIS DEED WITNESSETH

That in consideration of and pursuant to the Sale and Purchase Agreement and of the said request:

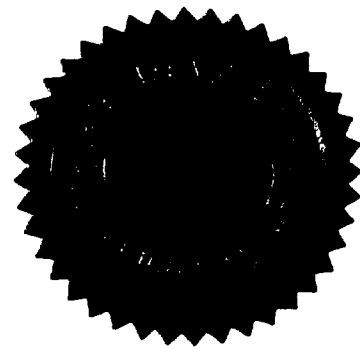
- 1. The Assignor HEREBY ASSIGNS unto the Assignee the said Trade Marks with full title guarantee and the full and exclusive benefit thereof TOGETHER WITH the goodwill attaching thereto AND TOGETHER WITH all the Assignors right title and interest in and to the use and registration of the said Trade Marks in those countries of the world shown in the attached schedule in which the said Trade Marks are used and/or registered so that the Assignee will have quiet enjoyment of the same TO HOLD the same unto the Assignee absolutely.
- 2. For the avoidance of doubt it is declared that the said Trade Marks are hereby assigned free from all charges and encumbrances and from all other rights exercisable by parties other than the Assignor and Assignee, other than any charges, encumbrances and other party rights which the assignor, as at the date of execution of this Assignment, does not and could not reasonably be expected to know about.
- 3. The Assignor undertakes, at the expense of the Assignee to execute any further documents and to do any other act or thing which the Assignee may reasonably require to be done to give effect to the provisions of paragraph 1 hereof in any country of the world for the purpose of vesting the said Trade Marks and each of them and the said right title and interest in the Assignee.

THE COMMON SEAL of  
KVAERNER METALS DAVY LIMITED  
was hereunto affixed in the  
presence of

*[Signature]*  
.....  
(Director)

*[Signature]*  
.....  
(Secretary)

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)



Executed on behalf of  
VOEST-ALPINE INDUSTRIEANLAGENBAU GMBH  
by

*[Signature]*  
.....

in the presence of the undersigned witnesses

*[Signature]* ..... Witness 1 (name, domiciled at *England*.....)

*[Signature]* ..... Witness 2 (name, domiciled at *England*.....)

Witness 1  
Mr Paul Douglas  
British  
Divorced  
Commercial Executive  
VAI Industries (UK)  
39-61 High Street  
Poole Dorset BH15 1AE

Witness 2  
Mrs Susan Shaw  
British  
- 2 - Married  
Commercial Administrator  
VAI Industries (UK)  
39-61 High Street  
Poole Dorset BH15 1AE

SCHEDULE				
Trade Mark	Country	Application/ Registration No.	Application/ Registration Date	Class
ASHLOW	BRAZIL	821900722	11 August 1999	6
AHSLOW	BRAZIL	821900714	11 August 1999	7
ASHLOW	BRAZIL	821900706	11 August 1999	7
ASHLOW	CHINA	1531439	28 February 2001	6
ASHLOW	CHINA	1574044	21 May 2001	7
ASHLOW	EGYPT	130985	21 February 2000	6
ASHLOW	EGYPT	130986	21 February 2000	7
ASHLOW	United States	75/794977	9 September 1999	6 & 7