

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Sivyer Steel Corporation

- Individual(s)
- General Partnership
- Corporation-State Wisconsin
- 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: 05/29/03

2. Name and address of receiving party(ies)

Name: Riverside Engineering, Inc.

Internal

Address:

530 Steves Avenue

Street Address:

City: San Antonio State: TX Zip: 78204

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see schedule A

Additional number(s) attached Yes No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address:

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1509

(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.

Brian G. Gilpin

Name of Person Signing

Brian G. Gilpin
Signature

05/29/03
Date

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

3

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

Assignor agrees to execute and deliver at the request of the Assignee, all other papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 14 day of May, 2003.

SIVYER STEEL CORPORATION

By: [Signature]
Name: DON M. SCHWETEL
Title: President + CEO

Dated this 29th day of May, 2003.

RIVERSIDE ENGINEERING, INC.

By: [Signature]
Name: CB MITCHELL
Title: PRESIDENT

Signed and sworn to before me this 29th day of May, 2003
[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 6/8/03

Signed and sworn to before me this 29th day of May, 2003
[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 6/8/03

MW690942_1.DOC

SCHEDULE A:

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
RIVERSIDE	United Kingdom	B1365548	05/05/95	Registered
RIVERSIDE	United Kingdom	B1365547	08/19/94	Registered
RIVERSIDE	United Kingdom	B1365546	10/27/95	Registered
RIVERSIDE	United Kingdom	B1343052	06/09/95	Registered
RIVERSIDE	US	1,654,023	08/13/91	Registered

TRADEMARK ASSIGNMENT

WHEREAS, SIVYER STEEL CORPORATION, a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the United States and United Kingdom trademark registrations listed on Schedule A attached hereto for the mark "RIVERSIDE" and any related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, FIRSTAR BANK, N.A., now known as U.S. Bank, N.A. (the "Bank"), holds a security interest in the Trademark, a notice of which was recorded in the U.S. Patent and Trademark Office records at Reel 2004, Frame 0720 on December 17, 1999 (the "Security Interest");

WHEREAS, RIVERSIDE ENGINEERING, INC., a Wisconsin corporation ("Assignee") having its principal place of business at 530 Steves Avenue, San Antonio, Texas 78204, is under common ownership and/or control with Assignor and desires to acquire all rights in the Trademark from Assignor, including the goodwill associated therewith, subject to the Bank's Security Interest; and

WHEREAS, Assignor shares certain common ownership with Assignee and has agreed that in return for one dollar (\$1.00) and other good and valuable consideration, Assignee shall acquire all rights throughout the world in and to the Trademark and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof, subject to the Bank's Security Interest.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, subject at all times to the Bank's Security Interest, all right, title, and interest in and to the Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.