

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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


To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies): Greenville Tube, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company-Delaware</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: <u>GT Acquisition Company</u> Internal Address: _____ Street Address: <u>316 Hadley Road</u> City: <u>Greenville</u> State: <u>PA</u> Zip: <u>16125</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>07/01/03</u></p> | |

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| <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p> | <p>B. Trademark Registration No.(s) <u>2587665, 2641815</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mitzi Cherry</u> Internal Address: <u>Husch & Eppenberger, LLC</u> <u>Suite 600</u> Street Address: <u>190 Carondelet Plaza</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63105</u></p> | <p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-3460</u></p> |
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DO NOT USE THIS SPACE

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| <p>9. Signature. Mitzi G. Cherry Name of Person Signing</p> |  Signature | <p>August 1, 2003 Date</p> |
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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

CH \$65.00 083460 2587665

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, made and given this 1st day of July, 2003, by GREENVILLE TUBE, LLC, a Delaware limited liability company ("Seller"), in favor of GT ACQUISITION COMPANY, a Delaware corporation ("Buyer").

WHEREAS, simultaneously herewith, Buyer and Seller are entering into that certain Asset Purchase Agreement dated as of July 1, 2003 (the "Agreement"), pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver to Buyer substantially all of Seller's assets (capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Agreement);

WHEREAS, Seller desires to sell, convey, assign, transfer and deliver to Buyer all of its worldwide right, title, and interest in and to the Intellectual Property Assets (as defined herein) to Buyer, and Buyer desires to purchase and acquire from Seller all of Seller's worldwide right, title, and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, Seller, pursuant to the Agreement, does hereby sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, forever, all of the Seller's worldwide right, title and interest in and to the following assets of Seller including, without limitation, those items listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Intellectual Property Assets"):

- (a) Seller's name, all assumed fictional business names, registered and unregistered trade names, registered and unregistered domestic and foreign trademarks, service marks and applications, and any and all renewals and extensions thereof (collectively, "Trademarks and Marks");
- (b) all registered and unregistered domestic and foreign patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");
- (c) all registered and unregistered domestic and foreign copyrights in both published works and unpublished works (collectively, "Copyrights");
- (d) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets");
- (e) all of Seller's rights in internet web sites and internet domain names presently used by Seller (collectively "Net Names"); and

- (f) all goodwill of the business associated with any of the above, all rights to sue for infringement of any of the above, whether arising prior to or subsequent to the Closing Date, and any and all renewals and extensions of any of the above that may hereafter be secured in any jurisdiction.

TO HAVE AND TO HOLD, the Assets unto Buyer, its successors and assigns, forever.

Seller covenants that, by execution of this Agreement, it will convey to Buyer good and marketable title to the Intellectual Property Assets, free and clear of all liens, security interests and encumbrances of any kind whatsoever, other than Permitted Encumbrances.

Seller covenants and agrees that, at any time and from time to time, it will, upon the request of Buyer, do, execute, acknowledge and deliver all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be reasonably requested by Buyer from time to time for the purpose of confirming the sale, transfer, assignment and delivery of the Intellectual Property Assets to Buyer. Without limiting the generality of the foregoing, Seller agrees that within ten (10) days of the date hereof, Seller shall file with Network Solutions (or the applicable domain name registering organization) all documentation necessary to identify Buyer as the registrant, administrative contact, and technical contact with respect to each Net Name and shall thereafter execute all other documentation and take such actions, as reasonably requested by Buyer, necessary to effectuate the same.

The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Buyer and Seller.

This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

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IN WITNESS WHEREOF, Seller has caused this Assignment of Intellectual Property to be duly executed and delivered on the date first above written.

GREENVILLE TUBE, LLC

By: Michael F. Biehl
Name: Michael F. Biehl
Title: Asst. Treasurer

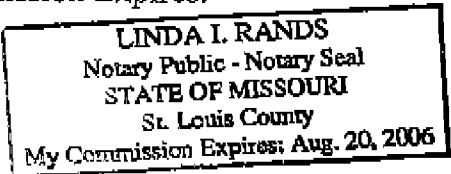
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 2nd day of July 2003, before me appeared Michael F. Biehl, to me personally known, who being by me duly sworn did say that he is the Asst. Treasurer of GREENVILLE TUBE, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its Member, and he acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Linda I. Rands
Notary Public

My Commission Expires:



SCHEDULE A

To Assignment of Intellectual Property

Trademarks and Marks

1. The trade name "Greenville Tube" or any modification or variation thereof.
2. The trade name "Greenville Tube Corporation" or any modification or variation thereof.
3. The trade name "GTC" or any modification or variation thereof.
4. The federally registered trademark "GTC" and design (Reg. No. 2,641,815) and all common law rights associated therewith
5. The federally registered trademark "GREENVILLE TUBE" (Reg. No. 2,587,665) and all common law rights associated therewith

Patents

None

Copyrights

None other than common law copyrights

Trade Secrets

Net Names

1. greenvilletube.com