

12-24-2003

12-24-03

Form PTO-1594

(Rev. 10/02)

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Tab settings ⇨ ⇨ ⇨ ▼



102632816

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.

1. Name of conveying party(ies):

Penn Troy Manufacturing, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Pennsylvania)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 11/17/03

2. Name and address of receiving party(ies)

Name: McWane, Inc.

Internal

Address: Suite 300

Street Address: 2900 Highway 280

City: Birmingham State: AL Zip: 35223

- ☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,984,457

Additional number(s) attached ☐ Yes ☒ No

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

Name: Steven L. McPheeters

Internal Address: 2400 AmSouth/Harbert Plaza

Street Address: 1901 Sixth Avenue North

City: Birmingham State: AL Zip: 35203

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:

(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.

Steven L. McPheeters

Name of Person Signing

Signature

12/22/03

Date

Total number of pages including cover sheet, attachments, and document: 5

12/24/2003 LNUELLER 00000209 1984457

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40.00 DP

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

TRADEMARK
 REEL: 002884 FRAME: 0928

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 17, 2003 by and between **Penn Troy Manufacturing, Inc.**, a Pennsylvania corporation formerly known as Penn Troy Machine Company, Inc. (the "Assignor"), and **McWane, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns, has adopted and is using the trademark listed on Schedule B (the "Mark"); and

WHEREAS, pursuant to this Assignment, Assignor desires to assign and transfer all right, title and interest in and to the Mark to Assignee, and Assignee desires to acquire such right, title and interest in and to said Mark.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of \$10.00 paid to Assignor in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the premises and the mutual covenants and promises hereinafter contained, Assignor and Assignee hereby agree as follows:

1. Assignor, by these presents, grants, bargains, sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all right, title and interest in and to the Mark, as well as any and all goodwill associated therewith, to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by Assignor, had this Assignment not been made.
2. Assignor also assigns, transfers and sets over to Assignee any and all causes of action, claims, demands or other rights, occasioned from or because of any and all continuing infringements of the Mark.
3. Assignor agrees that, when requested, without charge but at the expense of the Assignee, Assignor will execute all papers, documents or instruments legally required or reasonably desirable in connection with the foregoing assignment.
4. Assignor represents, warrants and covenants that it has full right to convey the Mark and associated rights herein assigned and transferred; that Assignor has not granted, expressly or by implication, any written or oral license to use the Mark, or authorized or knowingly permitted any other person or entity to use the same or a confusingly similar mark; that the Mark has been in continuous use by Assignor since the date Assignor adopted and began using the Mark; and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment.

5. Assignor agrees that it shall make all applications, documents, papers, affidavits or instruments necessary in order to apply for, obtain or maintain registration of the Mark with the appropriate registration authority in order to affect the purposes of this Assignment and agrees that any reasonable expense incurred in connection with such applications shall be borne exclusively by Assignor.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused their signatures and seals to be herein to
affixed on this 21st day of November, 2003.

ATTEST:

By: Cheryl A. Hamilton
Name: _____
Title: _____

**Penn Troy Manufacturing, Inc.
f/k/a Penn Troy Machine Company, Inc.**

By: [Signature]
Name: Gregory Bowes
Title: President

ATTEST:

By: Cheryl A. Hamilton
Name: _____
Title: _____

McWane, Inc.

By: [Signature]
Name: Leon McCullough
Title: Executive Vice-President

SCHEDULE A

(Trademark)

Description	Owner
U.S. Trademark Reg. No. 1,984,457 for PATRIOT	Penn Troy Manufacturing, Inc., f/k/a Penn Troy Machine Company, Inc.

00940332.2

A-1

RECORDED: 12/24/2003

TRADEMARK
REEL: 002884 FRAME: 0932