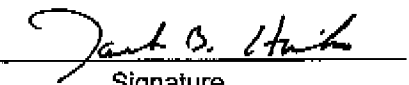


FORM PTO-1594  
1-31-92RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Atty. Docket No. 50896.0001.6

To the Director of the US Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Metallon Materials Acquisition Corp.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other : Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Copperweld Corporation Internal Address: Street Address: 2105 Four Gateway Center City: Pittsburgh      State: PA      Zip: 15222-1211	
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:  Execution Date: <u>December 17, 2003</u>		<input type="checkbox"/> Individual citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other 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	
4. Application number(s) or registration numbers(s): A. Trademark Application No.(s)		B. Trademark Registration No.(s) 1,464,432	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jack B. Hicks, Esq.  Internal Address: <u>Womble Carlyle Sandridge &amp; Rice, PLLC</u>		6. Total number of applications and registrations involved                      1	
Street Address: <u>P.O. Box 7037</u>  City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30357-0037</u>		7. Total fee (37 CFR 3.41):      \$40 Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: 50-0517 (Attach duplicate of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>			
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>JACK B. HICKS</u>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <u>9-22-04</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">           Total number of pages including cover sheet, attachments, and document: <u>5</u> </div>			

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

TRADEMARK

REEL: 002943 FRAME: 0661

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 17, 2003 (the "*Effective Date*"), is made by and between Metallon Materials Acquisition Corp., a Delaware corporation ("*Assignor*"), and Copperweld Corporation (f/k/a Copperweld Acquisition Corporation), a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 17, 2003 ("*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets, properties, rights and interests relating to the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of (i) the United States and foreign trademark registrations identified on Schedule A and (ii) unregistered servicemarks, trademarks, trade names and trademark applications (together with the goodwill of the Purchased Assets associated therewith, the "*Trademarks*"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademarks, together with the right to sue for and collect the same.

Assignor requests that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

*(Signatures are on the following page.)*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

METALLON MATERIALS ACQUISITION CORP.

By: Dennis McGlone  
Name: Dennis McGlone  
Title: President and Chief Operating Officer

STATE OF New York,  
COUNTY OF New York ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2003 personally appeared before me Dennis McGlone, known to me to be President and Chief Operating Officer of Metallon Materials Acquisition Corp., who acknowledged that he signed this instrument as a free act on behalf of Metallon Materials Acquisition Corp.

Andrea T. Payne  
Notary Public: Andrea T. Payne  
My commission expires: 11/24/05

ANDREA T PAYNE  
Notary Public, State of New York  
No. 01PA5088682  
Qualified in Queens County  
Certificate Filed in New York County  
My Commission Expires 11/24/05

ASSIGNEE:

COPPERWELD CORPORATION (F/K/A  
COPPERWELD ACQUISITION CORPORATION)

By: Dale B. Hill  
Name:  
Title:

STATE OF New York,  
COUNTY OF New York ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2003 personally appeared before me \_\_\_\_\_, known to me to be \_\_\_\_\_ of Copperweld Corporation (f/k/a Copperweld Acquisition Corporation), who acknowledged that he/she signed this instrument as a free act on behalf of Copperweld Corporation (f/k/a Copperweld Acquisition Corporation).

Andrea T. Payne  
Notary Public: Andrea T. Payne  
My commission expires: 11/24/05

ANDREA T PAYNE  
Notary Public, State of New York  
No. 01PA5088682  
Qualified in Queens County  
Certificate Filed in New York County  
My Commission Expires 11/24/05

Schedule A

**Trademarks**

U.S. Trademarks/Service Marks

MARK	REG. (OR APP.) NO.	REG. DATE
METALLON	1,464,432	November 10, 1987