



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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.

1. Name of conveying party(ies):
Western Industries, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Worthington Cylinder Acquisition, LLC
Internal
Address: 200 Old Wilson Bridge Road
Columbus, Ohio 43085

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Ohio Limited Liability Company

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

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

Execution Date: 9/17/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
1,993,944 - WESTERN OUTDOORS

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ronald E. Shapiro
Internal Address: Vorys, Sater, Seymour and Pease LLP


Street Address: _____
1828 L Street, NW, Eleventh Floor
City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0585

DO NOT USE THIS SPACE

9. Signature.
Brian R. Anderson, Trademark Assistant  September 28, 2004
Name of Person Signing Signature Date

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 \$40.00 220585 1993944

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of September 17, 2004 ("Assignment"), by Western Industries, Inc., a Wisconsin corporation ("Assignor"), with its principal place of business at 1215 North 62nd Street, Milwaukee, WI 53213, in favor of Worthington Cylinder Acquisition, LLC, an Ohio limited liability company ("Assignee"), with its principal place of business at 200 Old Wilson Bridge Road, Columbus, Ohio 43085.

WITNESSETH

WHEREAS, Assignor, Assignee and Worthington Cylinder Corporation, an Ohio corporation, are parties to that certain Asset Purchase Agreement, dated as of September 1, 2004 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain trademarks used or held for use in the conduct of the Business and the goodwill connected with and symbolized thereby, among other assets, including the trademarks set forth on Schedule A.

All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the trademarks on Schedule A and the registrations thereof and applications therefor, together with (i) the goodwill of the Business connected with the use of and symbolized by such trademarks, (ii) all causes of action, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks, (iii) to the extent that any trademark or service mark applications included in such trademarks are filed on the basis of Assignor's "intent-to-use" such trademarks or service marks, the portion of the Business to which those trademarks or service marks apply (which Business is ongoing and existing), and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

2. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Assignee acknowledges that it may not use the WESTERN OUTDOORS mark in connection with the Non-Propane Businesses retained by Assignor. Such "Non-Propane Businesses" include, but are not limited to, those goods and services offered as of the date hereof or in the future by the Metal Fabrication & Assembly Group, the Plastics Blow Molding Group and the Fuel Containers Group owned by Assignor; provided that such goods and services offered in the future shall include goods and services in product areas substantially similar to those offered by such groups as of the date hereof. Assignee further acknowledges that nothing herein conveys to Assignee any right, title or interest in or to the Western Marks. Without limiting the generality of the foregoing, Assignee also acknowledges and agrees that it may not use as a mark the term "WESTERN" alone or in a manner that is likely to cause confusion with the Western Marks.

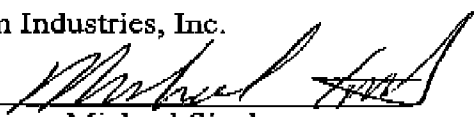
[SIGNATURE PAGE FOLLOWS]

Trademark Assignment Agreement

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

Western Industries, Inc.

By: 

Name: Michael Sipek

Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

Worthington Cylinder Acquisition, LLC

By: _____

Name:

Title:

Trademark Assignment Agreement

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

Western Industries, Inc.

By: _____

Name: Michael Sipek

Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

Worthington Cylinder Acquisition, LLC

By: George P. Stoe

Name: George P. Stoe

Title: President

SCHEDULE A

Mark	Reg. No. (Ser. No.)	Jurisdiction
WESTERN OUTDOORS	1,993,944	U.S.