

04-26-2004

FORM PTO-1594

(Rev. 6-93)

RE



U.S. DEPARTMENT OF COMMERCE  
SHEET Patent and Trademark

OfficeOMB No. 0651-0011 (exp. 4/94)

Tab settings

102729151

Atty. Docket No.: 2766-040416

APR 1 2004

To the Assistant Commissioner for Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-12-04  
PAULSEN WIRE ROPE CORPORATION  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Security Release  
 Other \_\_\_\_\_

Execution Date: April 25, 2003

2. Name and address of receiving party(ies)  
Name: SUNBURY WIREROPE, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 880 South Second Street  
City: Sunbury State: PA ZIP: 17801  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Pennsylvania  
 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 patent number(s):

A. Trademark Application No. (s)  
(SEE ATTACHED SHEET)

B. Trademark Registration No. (s)  
(SEE ATTACHED SHEET)

Additional numbers attached?  Yes  No

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

Name: William H. Logsdon  
Internal Address: Webb Ziesenheim Logsdon  
Orkin & Hanson, P.C.  
Street Address: 700 Koppers Building  
436 Seventh Avenue  
City: Pittsburgh State: PA ZIP: 15219-1818

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach triplicate 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.

William H. Logsdon, Reg. No. 22,132  
Name of Person Signing

*William H. Logsdon*  
Signature

April 8, 2004  
Date

Total number of pages, including cover sheet, attachments and document 8

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01 FC:8521 40.00 DP  
02 FQ:1798.1} 275.00 DP

TRADEMARK  
REEL: 002954 FRAME: 0227

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
EQUALAY	1,405,485	August 19, 1986
design (gold band)	2,692,198	March 4, 2003
design (red band)	1,457,149	September 15, 1987
FIBER-FIL	1,738,908 (cancelled)	December 8, 1992
WISHBONE	1,383,001 (cancelled)	February 18, 1986
TITON	654,669 (expired)	November 19, 1957
design (color band)	1,166,938 (cancelled)	September 1, 1981
design (blue band)	646,304 (expired)	June 4, 1957

<u>Mark</u>	<u>U.S. Application No.</u>	<u>Filing Date</u>
HYPERFORM	76/248,694	April 27, 2001
design (spaced color band)	76/221,531	March 8, 2001
HYPERPLAST	76/195,763	January 18, 2001
design (wire rope)	73/407,555	December 28, 1982

### ASSIGNMENT OF NAME, TRADE-MARK, ETC.

THIS AGREEMENT, dated as April 23, 2003, is by and between PAULSEN WIRE ROPE CORPORATION, a Pennsylvania corporation ("Paulsen"), SUNBURY WIREROPE, LLC, a Pennsylvania corporation ("Sunbury").

#### BACKGROUND

Until its closure and commencement of a case in the United States Bankruptcy Court for the Middle District of Pennsylvania on April 22, 2002 (the "Filing Date"), Paulsen was the smallest of four full line wire rope manufacturers still active in the United States, producing wire rope principally for the oilfield/marine, general purpose, elevator and small diameter structural stand segments of the wire rope market from its manufacturing facility building located in Sunbury, Pennsylvania under the corporate name of Paulsen and related trade names, trademarks, service marks, trade names, designs, logos, slogans, and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing, and identifying logos or service marks related thereto or employing the words of the corporate name of Paulsen or any part or variation of any of the foregoing (collectively, the "Names").

Sunbury desires to purchase and acquire from Paulsen the Names in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### 1. Assignment

1.1 As the date hereof, Paulsen grants, sells, assigns, transfers and sets over absolutely and unconditionally unto the Sunbury all of Paulsen's right, title, property, estate and interest both at law and in equity in and to the Names, including, without limitation the trademark identified on Exhibit A attached hereto.

1.2 Paulsen agrees that Sunbury is to have and to hold the Names for its sole use and benefit forever.

2. Representations and Warranties of Paulsen. Paulsen represents and warrants to Sunbury that:

2.1 Paulsen has full right and authority to assign the Names as contemplated hereby;

2.2 Paulsen's rights and interests under the Names are free and clear of all liens, charges, interests, security interests, claims, encumbrances and judgments of any nature or kind whatsoever and,

2.3 The Names are good, valid and subsisting and Paulsen has observed and performed each and every covenant, agreement and obligation of Paulsen under and relating to each of the Names required to be observed or performed by it as of the date hereof.

3. Purchase Price. The purchase price for the Names is \$5,000 and is being paid upon the execution hereof.

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4. **Indemnity.** Paulsen will indemnify, defend and save harmless Sunbury from and against any and all actions, suits, losses, damages and expenses which Sunbury may suffer or incur as a result of any of the warranties or representations set forth in Section 2 being untrue or incorrect.

5. **Particulars of Assignment and Assumption.**

5.1 Paulsen expressly authorizes Sunbury to collect, demand, sue for, enforce, recover and receive, dispose of, realize or enforce any of the Names as Sunbury may deem advisable, either in its own name or in the name of Sunbury without notice to Paulsen and without prejudice to any rights which Sunbury may have against Paulsen.

5.2 Notwithstanding Sections 1 and 2, the parties hereto agree that, any of the Names which are not assignable by their terms or in respect of which consent to assignment cannot be obtained, will be held in trust by Paulsen as bare trustee for Sunbury and performed by Sunbury in the name of and at the direction of Paulsen, and all Names derived thereunder will be for the benefit of Sunbury.

5.3 Paulsen will from time to time and at all times hereafter at the request of Sunbury execute and deliver to Sunbury such further assurances for the better and more perfect assignment to Sunbury of the Names, or any one of them, as Sunbury may require.

6. **General Matters.**

6.1 This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.2 The invalidity or unenforceability of any provision of this Agreement or any part thereof will not affect the validity or enforceability of the remainder of this Agreement or such provision.

6.3 This Agreement will be governed by and construed in accordance with the laws of Pennsylvania without giving effect to the principles of conflicts of law thereof.

6.4 Paulsen shall cooperate with Sunbury, and execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to make all filings with and to obtain all consents, approvals or authorizations of any governmental entity or other regulatory authority or any other person, agreement, indenture or other instrument, and take all such other actions as Sunbury may reasonably request from time to time, consistent with the terms of this Agreement, in order to effectuate transfer of the Names as contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the date first above written.

SUNBURY WIRE ROPE, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PAULSEN WIRE ROPE CORPORATION  
By: [Signature]  
Name: ROD C. JOHNSTON  
Title: AGENT

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4. **Indemnity.** Paulsen will indemnify, defend and save harmless Sunbury from and against any and all actions, suits, losses, damages and expenses which Sunbury may suffer or incur or be put to because of any of the warranties or representations set forth in Section 2 being untrue or incorrect.

5. **Particulars of Assignment and Assumption.**

5.1 Paulsen expressly authorizes Sunbury to collect, demand, sue for, enforce, receive and receive, dispose of, realize or enforce any of the Names as Sunbury may deem advisable, either in its own name or in the name of Sunbury without notice to Paulsen and without prejudice to any rights which Sunbury may have against Paulsen.

5.2 Notwithstanding Sections 1 and 2, the parties hereto agree that, any of the Names which are not assignable by their terms or in respect of which consents to assignment cannot be obtained will be held in trust by Paulsen as bare trustee for Sunbury and performed by Sunbury in the name of and at the direction of Paulsen, and all Names derived thereunder will be for the benefit of Sunbury.

5.3 Paulsen will from time to time and at all times hereafter at the request of Sunbury execute and deliver to Sunbury such further assurances for the better and more perfect assignment to Sunbury of the Names, or any one of them, as Sunbury may require.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the date first above written.

SUNBURY WIRE ROPE, LLC

By: [Signature]

Name: LAWRENCE E. CROOKS

Title: Sunbury - Treasurer

PAULSEN WIRE ROPE CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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SUNBURY WIRE ROPE

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### EXHIBIT A

See attached for Trademark filing information

Tradenames: Paulsen Wire Rope and National Wire Rope, together with all variations thereof and other tradenames, trademarks, fictitious names or service names or logos used by Paulsen in connection with its business.

**BRAND NAMES FOR BETHLEHEM (WWW) AND PAULSEN (SUNBURY)****Paulsen/Sunbury**

- a. **Paulsen Wire Rope** Wire rope manufactured by Sunbury Wirerope Works.
- b. **Equalay** Wire rope with an IWRC in which the length of the lay of the rope and the IWRC is the same.
- c. **Gold Circle** Paulsen Improved Plow steel wire rope.
- d. **Gold Circle Supreme** Paulsen Extra Improved Plow steel wire rope.
- e. **Fiber-Fil** A wire rope having an IWRC which utilizes natural or synthetic fiber ropes inserted between the IWRC and the outer strands of the rope.
- f. **Redi-Measure** An encircling band of color around the rope at spaced intervals.
- g. **XL-20** A special grade of 6x19 or 6x37 FC class rope with a breaking strength 20% higher than Improved Plow steel FC of equal sizes and construction.
- h. **XL-25** A special grade of 6x19 or 6x37 IWRC class rope with a breaking strength 25% higher than Improved Plow IWRC of equal sizes and construction.
- i. **Titon Roll** Splice formed by means of a Flemish eye plus a pressed metal sleeve.

**Williamsport/Bethlehem**

- a. **Bethlehem Wire Rope R# 1,760,982** Wire Rope manufactured by Williamsport Wirerope Works.
- b. **B-Line** Bethlehem's logging ropes, both round and swaged.
- c. **Bethpac** Bethlehem's mining rope with compacted strands.
- d. **Excavator** Bethlehem's Patented Excavator mining rope.
- e. **Excavator - AR** Bethlehem's Special Excavator grade rope manufactured for severe abrasive operating conditions.
- f. **Liftpac** Bethlehem's Compacted strand elevator rope.
- g. **Purple Strand R# 994,981** Mark for Bethlehem's Improved plow steel wire rope
- h. **Purple Plus** Mark for Bethlehem's Extra Improved plow steel wire rope.
- i. **Royal Purple** Bethlehem's Extra Extra Improved plow steel wire rope.
- j. **Skybright R# 2,208,613** Pink and/or yellow plastic coated wire rope used in the logging market for helicopter chocker lines.
- k. **Super B R# 1,901,452** Bethlehem's heavy swaged logging ropes.
- l. **Super -Pac** Bethlehem's compacted strand and final compacted rope.
- m. **Z Node Strand or Rope** Bethlehem's Patented corrosion resistant Z-shaped zinc wire imbedded into strand for corrosion protection
- n. **6 - Pac** Bethlehem's 6 strand compacted wire rope.

- o. Rope Markers Yellow and Purple markers twisted into a strand of the core or into the IWRC of the rope.
- p. Strand Marker One or two strands in the rope colored Purple.
- q. 12-Pac R# 1,982,037 Bethlehem's 12 strand compacted rope.