

Form PTO-1594

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

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102749329

Tab settings ⇨ ⇨ ⇨

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

5-17-04

1. Name of conveying party(ies):

The Christy Refractories Company, LLC

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

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

3. Nature of conveyance:

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

Execution Date: 04/30/2004

2. Name and address of receiving party(ies)

Name: O'Brien Asset Management, LLC

Internal

Address: _____

Street Address: 4641 McRee Avenue

City: St. Louis State: MO Zip: 63110

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

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Jaudon R. Godsey
Green Schaaf & Jacobson, PC
Internal Address: _____

Street Address: 7733 Forsyth Blvd.,
Suite 700

City: Clayton State: MO Zip: 63105

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

OPR/FINANCE
MAY 17 11 14 AM '04

DO NOT USE THIS SPACE

9. Signature.

05/19/2004 MGETACHE 00000009 2725064

01 FC:0521
02 FC:0522

Jaudon R. Godsey
Name of Person Signing

Jaudon R. Godsey
Signature

5/10/04
Date

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

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

TRADEMARKS

Registered Mark	Type of Mark	Registration No.	Date of Registration	Date of Renewal
CHRISTY	Trademark	2,725,064	06/10/2003	06/10/2013
CHRISTY (Stylized)	Trademark	2,725,065	06/10/2003	06/10/2013
CHRISTY (Stylized)	Service Mark	2,644,014	10/29/2002	10/29/2012
SEAL-CAST	Trademark	2,729,860	06/24/2003	06/24/2013
FILPOT	Trademark	2,710,769	05/27/2003	05/27/2013
VIBRA-SEAL	Trademark	2,722,006	06/03/2003	06/03/2013
CER-WEAR	Trademark	2,722,007	06/03/2003	06/03/2013
HAWTHORN BOND	Trademark	2,135,180	02/10/1998	02/10/2004
PROX- SVERS	Trademark	690,078	1999	12/22/2009
STKO	Trademark	1,907,370	07/29/1994	07/25/2005

TRADEMARK ASSIGNMENT

WHEREAS, THE CHRISTY REFRACTORIES COMPANY, LLC, a Missouri limited liability company (hereinafter "Assignor"), owns, has adopted, used, and is using several marks in the United States of America, as set forth on the attached Schedule A; and

WHEREAS O'BRIEN ASSET MANAGEMENT, LLC, a Missouri limited liability company (hereinafter "Assignee"), desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the marks set forth on attached Schedule A, and all applications, registrations, and common law rights therein;

RECITALS

Assignor and Assignee are parties to a Reorganization Agreement, dated December 31, 2003, by and among Assignor, Assignee, O'Brien Industrial Holdings, LLC ("O'Brien Holdings"), and certain other parties ("Reorganization Agreement"). Assignor and Assignee are wholly-owned subsidiaries of O'Brien Holdings.

Pursuant to the Reorganization Agreement, and in consideration of benefits accruing to Assignor thereunder, Assignor and Assignee have agreed to enter into an agreement under which Assignor will transfer its rights to and interest in any and all trademarks issued to Assignor as set forth on the attached Schedule A, to Assignee.

NOW, THEREFORE, in consideration of the premises, the mutual promises and undertakings herein, One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, and all other foreign countries, in and to said trademarks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the trademarks and any other rights assigned to Assignee under this Assignment.

Assignor hereby agrees to execute, acknowledge and deliver any and all documents as may be necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the marks, and any and all goodwill

associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the marks or such goodwill, except as may be granted by license from Assignee.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives this 30 day of April, 2004.

THE CHRISTY REFRACTORIES
COMPANY, LLC

O'BRIEN ASSET
MANAGEMENT, LLC

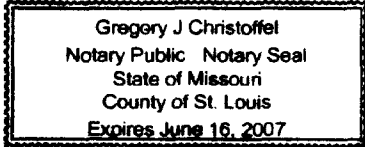
By: Frank R. O'Brien, Jr.
Frank R. O'Brien, Jr.
President

By: Frank R. O'Brien, Jr.
Frank R. O'Brien, Jr.
President

ACKNOWLEDGMENT

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

On this 30th day of April, 2004, before me personally appeared Frank R. O'Brien, Jr. to me known to be the President of THE CHRISTY REFRACTORIES COMPANY, LLC, and being duly sworn, averred that, being authorized, he executed the foregoing Trademark Assignment as the free act and deed of such company.

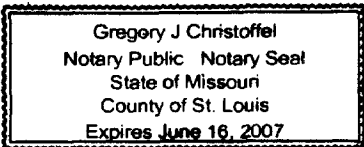


(SEAL)

Gregory Christoffel
Notary Public

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

On this 30th day of April, 2004, before me, a Notary Public in and for the City of St. Louis, in the State of Missouri, personally appeared Frank R. O'Brien, Jr., to me known to be the President of O'BRIEN ASSET MANAGEMENT, LLC, and being duly sworn, averred that, being authorized, he executed the foregoing Trademark Assignment as the free act and deed of such company.



(SEAL)

Gregory Christoffel
Notary Public

Schedule A to Trademark Assignment**TRADEMARKS**

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