

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christy Refractories Company, L.L.C.	Christy Refractories Company	12/31/2003	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA	
Name:	O'Brien Asset Management, LLC
Street Address:	4641 McRee Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63110
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2725064	CHRISTY
Registration Number:	2725065	CHRISTY
Registration Number:	2644014	CHRISTY
Registration Number:	2729860	SEAL-CAST
Registration Number:	2722006	VIBRA-SEAL
Registration Number:	2722007	CER-WEAR
Registration Number:	690078	PROX-SVERS
Registration Number:	1907370	STKO

CORRESPONDENCE DATA	
Fax Number:	(314)726-7501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-726-7500
Email:	JEWFILE@hdp.com
Correspondent Name:	Joseph E. Walsh, Jr.
Address Line 1:	7700 Bonhomme, Suite 400

CH \$215.00 2725064

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:

4744-500001

NAME OF SUBMITTER:

Joseph E. Walsh, Jr.

Total Attachments: 10

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TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Transfer, Assignment and Assumption Agreement ("Agreement") is made and entered into as of the 31st day of December, 2003, by and between The Christy Refractories Company, LLC, a Missouri limited liability company ("CRC" or "Assignor") and O'Brien Asset Management, LLC, a Missouri limited liability company ("OAM" or "Assignee").

RECITALS

CRC and OAM are parties to a Reorganization Agreement, dated December 31, 2003, by and among CRC, OAM, O'Brien Industrial Holdings, LLC ("O'Brien Holdings") and certain other parties ("Reorganization Agreement"). CRC and OAM are each wholly owned by O'Brien Holdings.

Pursuant to the Reorganization Agreement, CRC has agreed to transfer to OAM all right, title and interest in certain assets described on Exhibit A attached hereto ("Transferred Assets"); and OAM has agreed to assume certain liabilities of CRC related to such assets, as more particularly described on Exhibit B attached hereto ("Assumed Liabilities"). CRC will continue to own and operate its core business of fabrication, distribution and sale of high-temperature industrial products; and no assets or liabilities of such business shall be included in the Transferred Assets or Transferred Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CRC and OAM agree as follows:

1. Transfer and Assignment. Assignor hereby agrees to transfer and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest, duties and obligations in, to and under the Transferred Assets. To effect such transfer and assignment, Assignor agrees to execute and deliver to Assignee:
 - (a) with respect to equipment and other personal property included in the Transferred Assets, a Bill of Sale substantially in the form of Exhibit C attached hereto ("Bill of Sale"); and,
 - (b) with respect to real property included in the Transferred Assets, one or more deeds in form and substance sufficient to convey all of Assignor's right, title and in such real property to Assignee ("Deeds").

2. Assumption. Assignee hereby agrees to accept transfer and assignment of the Transferred Assets; and, on the condition that Assignor delivers the Bill of Sale and Deeds, Assignee agrees to assume, be bound by and to perform all duties and liabilities arising in connection with the Assumed Liabilities, accruing from and after the Closing Date, as defined below. Assignee shall not assume, and nothing herein shall be construed to cause Assignee to be liable for, any liability or obligation of Assignor except for those expressly described on Exhibit B.

3. Indemnities of Assignor. Assignor indemnifies, shall defend and agrees to hold Assignee harmless from all fees, charges, expenses, liabilities, claims and costs, including without limitation all reasonable attorneys fees and disbursements, that may be suffered by Assignee in connection with the Transferred Assets and Transferred Liabilities accruing prior to the Closing Date, as described below.

4. Indemnities of Assignee. Assignee indemnifies, shall defend and agrees to hold Assignor harmless from all fees, charges, expenses, liabilities, claims and costs, including without limitation all reasonable attorneys fees and disbursements, that may be suffered by Assignor in connection with the Transferred Assets and Transferred Liabilities accruing on or after the Closing Date, as described below.

5. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that: (i) except as otherwise expressly disclosed on Exhibit A, Assignor has good and marketable title to the Transferred Assets, free and clear of any encumbrances; (ii) Assignor has full legal authority to enter into and perform this Agreement and the transactions contemplated hereby; and (iii) except as otherwise expressly provided in this Agreement, the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not (a) violate any law, regulation or order of any court or tribunal or (b) result in a breach or constitute a default under any contract, commitment or other instrument binding on Assignor.

6. Closing. Subject to the terms and conditions of this Agreement, the transactions contemplated by this Agreement shall take place at 11:00am on December 31, 2003, or as soon thereafter as the Parties shall agree ("Closing Date"), at the offices of Green Schaaf & Jacobson, P.C., 7733 Forsyth Blvd, Suite 700, St. Louis, Missouri 63105 ("Closing").

7. Consents, Conditions and Delayed Deliveries. Assignee agrees that Assignor's performance of its obligations under this Agreement is subject to

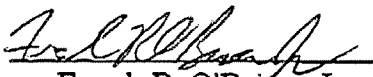
prior satisfaction of certain conditions ("Closing Conditions"), as described on Exhibit D attached hereto. Assignor agrees to use its best efforts to satisfy the Closing Conditions simultaneously with or as soon as reasonably possible after the date of execution of this Agreement. Assignee agrees to cooperate with Assignor in taking such actions as Assignor may reasonably request in order to satisfy the Closing Conditions, including entering into agreements with third parties with respect to satisfaction of the Assumed Liabilities. The parties further agree that, in the event that any such condition is not satisfied prior to the Closing Date, they shall extend the time for performance of the actions affected by such condition and shall use their best efforts to satisfy such condition and complete such performance as soon as reasonably possible (in each case, a "Delayed Closing"). Assignor and Assignee agree that any business operations conducted by Assignor with the Assigned Assets after the Closing Date shall be for the account of Assignee, and Assignee shall be responsible for liabilities arising out of such business operations. In the event of any Delayed Closing, the parties shall amend any pertinent agreement to the extent necessary and possible to adjust the benefits and burdens between the Parties as if the Delayed Closing had occurred on the Closing Date.

8. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement shall be construed and enforced according to the laws of the State of Missouri.

IN WITNESS WHEREOF, the authorized agents of the parties have executed this Agreement as of the date first above written.

ASSIGNOR
The Christy Refractories Company, LLC

ASSIGNEE
O'Brien Asset Management,
LLC

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


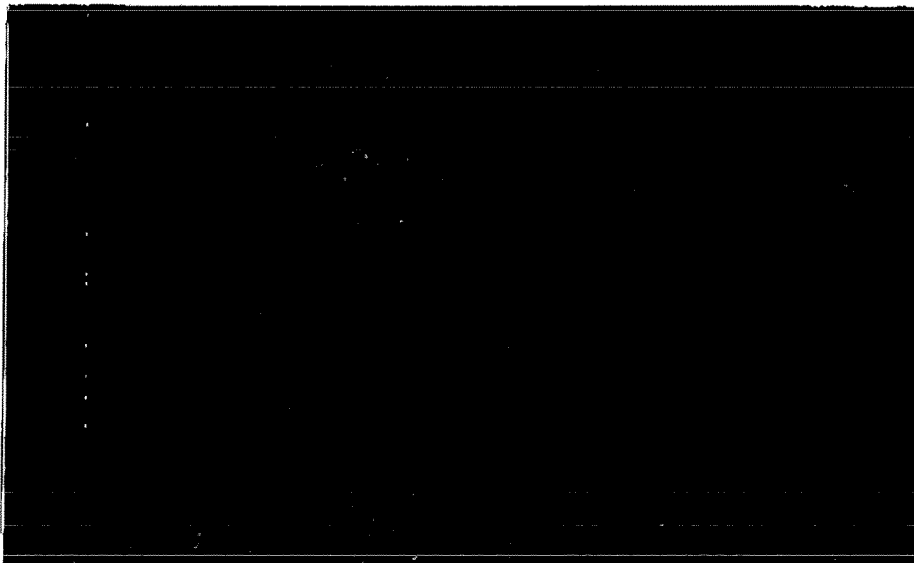
By: 
Name: Frank R. O'Brien, Jr.
Title: President

EXHIBIT A

A. Any and all fixed assets used by the various divisions of CRC, LLC, under the independent leases entered into between the companies, including capital improvements in progress, leasehold improvements, and software, more specifically described in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A);

B. All machinery and equipment, including all kilns, held by the various divisions of CRC as identified in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A), as of the date of this transaction;

C. All vehicles of the various divisions of CRC as identified in CRC, LLC's itemization of assets assigned to OAM in its master asset list attached to the main reorganization agreement as Schedule 2(A), more specifically identified as:



D. All furniture and fixtures, including all computers, network printers, etc., of the various divisions of CRC as identified in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A);

E. All rights to and interest in any and all Trademarks and Patents issued to CRC, LLC, including:

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

Patented Technology	Type of Mark	Date of Registration	Registration No.
Metcast	Patents for Various Apparatus for metal filtration system	07/19/1983	4,394,271 4,440,640 4,444,377 4,504,392

F. Any and all other fixed assets not identified above, and which are used by the various divisions of CRC, LLC, but not specifically identified for transfer pursuant to contract with any other O'Brien Industrial Holdings, LLC, subsidiary.

EXHIBIT B

Any and all liabilities or obligations allocated to or undertaken by OAM related to the revolving credit agreement and term loan agreement between CRC, LLC, and US Bank, N.A.

Exhibit C

Form of
Bill of Sale

THE CHRISTY REFRACTORIES COMPANY, LLC ("Seller"), a Missouri limited liability company, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, assigns and conveys to O'Brien Asset Management, LLC, a Missouri limited liability company ("Buyer"), the assets listed on Exhibit A attached hereto (the "Personal Property"),

To have and to hold same, unto Buyer, its successors and assigns. Seller hereby covenants and agrees it is the lawful owner of the Personal Property, and that same is free from all encumbrances except for liens for taxes that are not yet due and payable and liabilities assumed by Buyer pursuant to the Transfer, Assignment and Assumption Agreement between Buyer and Seller ("Agreement"), dated as of December 31, 2003, and Seller warrants it will defend the sale of the Personal Property unto the Buyer, its successors and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

This Bill of Sale is intended to effect the sale and transfer only of certain assets under the Agreement and shall be subject to the terms and conditions thereof. Capitalized terms not defined herein shall have the meaning provided for in the Agreement.

This Bill of Sale shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has this 4 day of April, 2004 executed this instrument.

THE CHRISTY REFRACTORIES
COMPANY, LLC

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

EXHIBIT A

A. Any and all fixed assets used by the various divisions of CRC, LLC, including capital improvements in progress, leasehold improvements, and software, more specifically described in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A);

B. All machinery and equipment, including all kilns, held by the various divisions of CRC, as identified in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A);

C. All vehicles of the various divisions of CRC as identified in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A), more specifically identified as:

YEAR	MAKE	TYPE	VIN
1962	Ford Water Truck	Pickup	F70NU283151
1964 Approx.	Caterpillar D-4	Drill Equipment	7U14062
1964	International	Truck	FD707404
1969	Chevrolet	Dump Truck	
1993	Ford	Truck	1FDNK74C8PVA02486
1996	Ford	Pickup	1FTEF14N9TLB01959
1999	Chevrolet	HD CH	1GBJC34R0XF012702
2000	Toyota	Avalon	4T1BF28B0YU049613
2000	Chevrolet	Pickup	2GCEK19T8Y1122883
2001	Chevrolet	Pickup	1GCEK19T91E173376
2003	Toyota	Pickup	5TBBT44133S338383
1993	Ford F-700	Truck Stake Bed	1FDNK74C8PVA02486

D. All furniture and fixtures, including all computers, network printers, etc., of the various divisions of CRC as identified in CRC, LLC's itemization of assets assigned to OAM in its Master Asset List attached to the main reorganization agreement as Schedule 2(A);

E. All rights to and interest in any and all Trademarks and Patents issued to CRC, LLC, including;

TRADEMARKS

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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
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F. Any and all other fixed assets not identified above, and which are used by various divisions of CRC, LLC, but not specifically identified for transfer pursuant to contract with any other O'Brien Industrial Holdings, LLC, subsidiary.

**EXHIBIT D
CLOSING CONDITIONS**

1. Complete any and all procedures necessary to obtain title for each and every vehicle identified in Exhibit A with the Missouri Department of Revenue, in the name of O'Brien Asset Management, LLC;
2. Amend all UCC filings with the State of Missouri relating to any and all of the machinery and/or equipment being transferred from CRC, LLC, to OAM as of the date of this transaction;
3. Endorse all leases, and other company documents relating to the transfer of all property rights, machinery and equipment leases, management services, etc.;
4. Execution of all leases, service agreements, or other documents necessary for the completion of this transaction; and
5. Obtain consent of US Bank, N.A., to the completion of the transactions contemplated by this Agreement.