

06/17/04

07-02-2004

FORM PTO-1594  
1-31-92

RECC



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Atty. Docket No. 50896.0001.6

102782695

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

<p>1. Name of conveying party(ies): Welded Tube Co. of America</p> <p><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 :</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Copperweld Corporation</p> <p>Internal Address:</p> <p>Street Address: 2105 Four Gateway Center</p> <p>City: Pittsburgh      State: PA      Zip: 15222-1211</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>December 17, 2003</u></p>	<p><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</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration numbers(s):</p> <p>A. Trademark Application No.(s) <u>SEE ATTACHED TRADEMARK ASSIGNMENTS SCHEDULE A</u></p>	<p>B. Trademark Registration No.(s) <u>SEE ATTACHED TRADEMARK ASSIGNMENTS SCHEDULE A</u></p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Jack B. Hicks, Esq.</p>	<p>6. Total number of applications and registrations involved                      4</p>
<p>Internal Address: <u>Womble Carlyle Sandridge &amp; Rice, PLLC</u></p>	<p>7. Total fee (37 CFR 3.41):      \$115</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p>
<p>Street Address: <u>P.O. Box 7037</u></p> <p>City: <u>Atlanta</u>      State: <u>GA</u>      Zip: <u>30357-0037</u></p>	<p>8. Deposit account number: 50-0517 (Attach duplicate of this page if paying by deposit account)</p>

OFFICE OF PUBLIC RECORDS  
2004 JUN 18 PM 2:13  
FINANCIAL SECTION

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.*

JACK B. HICKS                      Jack B. Hicks                      6-15-04  
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:


07/01/2004 JJALLAM2 00000018 78324779  
01 FC:8521                      40.00 DP  
02 FC:8522                      75.00 DP

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

W1311626

TRADEMARK  
REEL: 003001 FRAME: 0812

U.S. TRADEMARKS ASSIGNMENTS SCHEDULE A

<b>TM Serial Number</b>	<b>TM Registration Number</b>	<b>Trademark</b>
78/324,779	N/A	KLEENKOTE
73/770,356	1,548,858	<b>REDKOTE</b>
75/070,415	2,059,012	
75/401,406	2,216,396	IMO

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 17, 2003 (the "*Effective Date*"), is made by and between Welded Tube Co. of America, 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:**

**WELDED TUBE CO. OF AMERICA**

By: Dennis McGlone

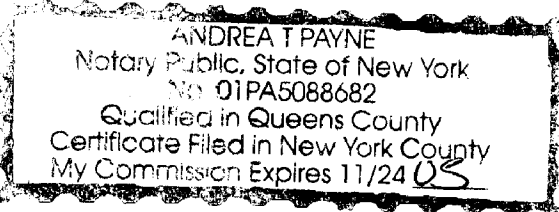
Name: Dennis McGlone

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 Welded Tube Co. of America, who acknowledged that he signed this instrument as a free act on behalf of Welded Tube Co. of America.

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



**ASSIGNEE:**

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

By: Dale B. Hill

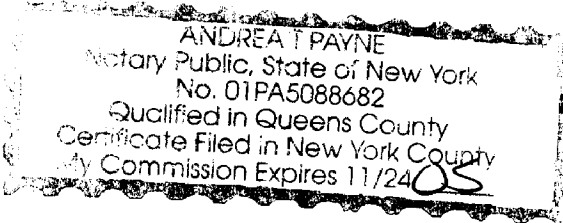
Name:

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



**Schedule A**

**Trademarks**

**U.S. Trademark/Service Mark Registrations/  
Applications**

<b>MARK</b>	<b>REG. (OR APP.) NO.</b>	<b>REG. DATE</b>
IMO	2,216,396	1/5/99
WTC (and Design)	2,059,012	5/6/97
REDKOTE (and Design)	1,548,858	7/25/89
KLEENKOTE	78/324779 (application)	Filed 11/7/03

**Foreign Trademark/Service Mark Registrations/Applications**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
KLEENKOTE	Canada	475,954	5/08/97
KLEENKOTE	Mexico	523,255	
WTC & DESIGN	Canada	484,249	10/17/97
WELDED TUBE CO. OF AMERICA	Canada	490,152	2/18/98