

FORM PTO-1594 1-31-82	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Atty. Docket No. 50896.0001.6
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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): 001 Gateway, Inc.</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 Internal Address: Street Address: 2105 Four Gateway Center 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) & 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)</p>	<p>B. Trademark Registration No.(s)</p> <table style="width:100%; border: none;"> <tr><td style="border: none;">620,228</td><td style="border: none; text-align: right;">1,756,437</td></tr> <tr><td style="border: none;">620,666</td><td style="border: none; text-align: right;">1,757,988</td></tr> <tr><td style="border: none;">620,735</td><td style="border: none; text-align: right;">1,757,989</td></tr> <tr><td style="border: none;">799,776</td><td style="border: none; text-align: right;">2,266,734</td></tr> <tr><td style="border: none;">1,066,603</td><td style="border: none; text-align: right;">2,466,186</td></tr> <tr><td style="border: none;">1,107,009</td><td style="border: none;"></td></tr> </table>	620,228	1,756,437	620,666	1,757,988	620,735	1,757,989	799,776	2,266,734	1,066,603	2,466,186	1,107,009	
620,228	1,756,437												
620,666	1,757,988												
620,735	1,757,989												
799,776	2,266,734												
1,066,603	2,466,186												
1,107,009													

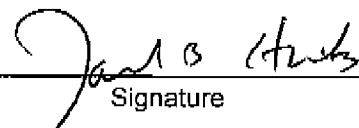
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Jack B. Hicks, Esq.</p> <p>Internal Address: <u>Womble Carlyle Sandridge & Rice, PLLC</u></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>6. Total number of applications and registrations involved 11</p> <p>7. Total fee (37 CFR 3.41): \$290</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-0517 (Attach duplicate of this page if paying by deposit account)</p>
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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.

<p><u>Jack B. Hicks</u> Name of Person Signing</p>	<p><u></u> Signature</p>	<p><u>2-11-05</u> Date</p>
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Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

CH \$290.00 500517 0620228

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 17, 2003 (the "*Effective Date*"), is made by and between 001 Gateway Inc. (f/k/a Copperweld Corporation), 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:

001 GATEWAY INC. (F/K/A COPPERWELD CORPORATION)

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 001 Gateway Inc. (f/k/a Copperweld Corporation), who acknowledged that he signed this instrument as a free act on behalf of 001 Gateway Inc. (f/k/a Copperweld Corporation).

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

ANDREA T. PAYNE
Notary Public, State of New York
No. 01PA5088682
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires 11/24 05

ASSIGNEE:

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

By: Dave B. M
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

ANDREA T. PAYNE
Notary Public, State of New York
No. 01PA5088682
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires 11/24 05

Schedule A**Trademarks****U.S. Trademark/Service Mark Registrations/
Applications**

MARK	REG. (OR APP.) NO.	REG. DATE
TUFFDOM 620	1,757,989	3/16/93
TUFFDOM 520	1,757,988	3/16/93
TUFFDOM	1,756,437	3/9/93
TASCOA	2,266,734	8/3/99
ALDOM	1,107,009	11/28/78
COPPERWELD (stylized)	620,666	2/7/56
COPPERWELD (stylized)	620,735	2/7/56
COPPERWELD (stylized)	620,228	1/31/56
COPPERWELD	1,066,603	5/31/77
TUFF TRACER	78/222,894 (application)	Filed 3/7/03
LASERTUBE	2,466,186	7/31/01
AWAC	799,776	12/07/05

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

MARK	COUNTRY	REG. NO.	REG. DATE
ARISTOS COPPERWELD & DESIGN	Austria	69,157	5/11/71
ARISTOS COPPERWELD & DESIGN	Canada	TMDA 03957	4/4/76
ARISTOS COPPERWELD & DESIGN	United Kingdom	B-468,338	3/22/82
COPPERWELD	Argentina	1,237,222	11/15/66
COPPERWELD	Argentina	1,513,569	3/31/94
COPPERWELD	Australia	B203,472	8/11/66
COPPERWELD	Australia	B203,473	8/11/69
COPPERWELD	Benelux	95,101	12/2/71
COPPERWELD	Brazil	1232/0601.7118	12/10/74
COPPERWELD	Bulgaria	7826	1/28/71
COPPERWELD	Canada	TMDA 056868	9/1/87
LASERTUBE	Canada	540,675	2/1/01
COPPERWELD	Chile	499,676	12/23/97
COPPERWELD	Chile	487,860	2/7/67
COPPERWELD	Colombia	178,333	8/8/95
COPPERWELD	Colombia	63,846	2/25/67

MARK	COUNTRY	REG. NO.	REG. DATE
COPPERWELD	Croatia	Z931272	6/25/83
COPPERWELD	El Salvador	14,372	1/5/67
COPPERWELD	Finland	50,367	6/20/97
COPPERWELD	France	1,346,043	8/2/66
COPPERWELD	Germany	616,935	12/4/50
COPPERWELD	Germany	886,501	2/1/97
COPPERWELD	India	B196,436	6/13/60
COPPERWELD	India	196,435B	6/13/60
COPPERWELD	Indonesia	183,216	7/11/84
COPPERWELD	Italy	475,942	8/2/66
COPPERWELD	Japan	1,212,621	8/2/76
COPPERWELD	Japan	1,743,484	1/23/85
COPPERWELD	Mexico	132,277	8/24/66
COPPERWELD	Mexico	54,838	2/18/47
LASERTUBE	Mexico	611,830	4/7/99
COPPERWELD	New Zealand	B82,094	8/30/66
COPPERWELD	New Zealand	B82,093	8/30/66
COPPERWELD	Norway	71,496	3/10/87
COPPERWELD	Norway	35,168	4/16/97
COPPERWELD	Peru	16,322	12/9/92
COPPERWELD	Peru	093,855	11/5/91
COPPERWELD	Philippines	13,500	1/25/68
COPPERWELD	Romania	2R6995	2/8/71
COPPERWELD	Slovenia	7,081,047	12/29/90
COPPERWELD	South Africa	1486/55	5/14/69
COPPERWELD	South Africa	1185/55/2	4/20/69
COPPERWELD	South Africa	1185/55/1	4/20/69
COPPERWELD	Spain	514,104	4/18/68
COPPERWELD	Spain	514,105	4/22/68
COPPERWELD	Sweden	126,225	2/7/69
COPPERWELD	Switzerland	345,606	10/12/66
COPPERWELD	Taiwan	282,708	5/1/85
COPPERWELD	United Kingdom	B899,089	9/6/66
COPPERWELD	United Kingdom	B899,088	9/6/66
COPPERWELD	Venezuela	19,622	5/29/48
COPPERWELD	Venezuela	57,400	3/31/70
COPPERWELD	Bosnia – (Revalidation of Yugoslavian Reg. No. 20080)	20080	6/25/93