

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCX, Inc.		06/30/2005	CORPORATION: DELAWARE
New York Wire Company		06/30/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	New York Wire Company
Street Address:	152 North Main Street
City:	Mt. Wolf
State/Country:	PENNSYLVANIA
Postal Code:	17347
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2634710	SUNSHIELD
Registration Number:	2360952	PAW PROOF
Registration Number:	1853071	WALL-SPAN
Registration Number:	1379188	FLORIDA GLASS
Registration Number:	1216764	BAYCOR
Registration Number:	906472	MINI-ROLLS
Registration Number:	802939	STARALUM HANOVER STAR BRAND
Registration Number:	802938	
Registration Number:	802937	STARLIFE

CORRESPONDENCE DATA

Fax Number: (717)231-6637
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (717) 237-6702

OP \$240.00 2634710

Email: kgold@rhoads-sinon.com
Correspondent Name: Kevin M. Gold, Esquire
Address Line 1: One South Market Square, PO Box 1146
Address Line 2: 12th Floor
Address Line 4: Harrisburg, PENNSYLVANIA 17108

NAME OF SUBMITTER:	Kevin M. Gold, Esquire
Signature:	/kmg/
Date:	07/06/2005

Total Attachments: 5

source=IP Assignment-NYWC#page1.tif
source=IP Assignment-NYWC#page2.tif
source=IP Assignment-NYWC#page3.tif
source=IP Assignment-NYWC#page4.tif
source=IP Assignment-NYWC#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, effective as of June 30, 2005, is entered into by and between CCX, Inc., a Delaware corporation ("Assignor"), and New York Wire Company, a Pennsylvania corporation (the "Assignee").

WHEREAS, the Assignor has adopted and used and is the sole and exclusive owner of certain trademarks, logos, trade names, fictitious names, brand names, brand marks and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, including but not limited to, those listed on the attached **Schedule A**, and all of the goodwill of the business appurtenant thereto (collectively, the "Trademarks");

WHEREAS, in connection with Assignor's Mesh Products Division, the Assignor owns the domain name(s) listed on the attached **Schedule B** (collectively, the "Domain Names");

WHEREAS, the Assignor is the sole and exclusive owner of certain other proprietary rights in respect of the Mesh Products Division, including but not limited to, (a) all inventions, processes, manufacturing techniques, trade-secrets, know-how, (whether patentable or unpatentable and whether or not reduced to writing or practice), ideas, formulae and plant drawings, all improvements to the foregoing, and all patents; (b) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (c) the "Hanover" and "Hanover Wire Cloth" names, and all other trade names now used by Seller in connection with the Mesh Products Division; (d) all intellectual property owned by third parties and licensed to Seller and used in the Mesh Product Division, all of which are solely associated with the operation of the Assignor's Mesh Products Division (collectively, the "Other Rights");

WHEREAS, pursuant to the ASSET PURCHASE AND SALE AGREEMENT by and between Assignor and Assignee dated June ____, 2005 (the "Purchase Agreement"), Assignee is acquiring the assets, properties and rights of Assignor pertaining directly to the conduct of the Mesh Products Division as of the date hereof, including but not limited to the Trademarks and all of the goodwill of the business associated with the Trademarks, the Domain Names and the Other Rights;

WHEREAS, also pursuant to the Purchase Agreement, Assignee shall also have the non-exclusive right to the use of the "CCX" name; and

WHEREAS, all capitalized words and terms used herein and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, that for and in consideration of the amounts set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby the parties hereto agree as follows:

The foregoing recitals are incorporated herein by reference and made a part hereof.

The Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest of Assignor in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to Assignee, the entire right, title and interest of Assignor, in the Domain Names, including all registrations therefor, any right to renew such registrations, the goodwill represented by the Domain Names, and all claims for damages by reason of infringement of the same.

The Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, Assignor's entire right, title and interest in and to the Other Rights, including all rights to causes of action or remedies related to the Other Rights (including the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to the foregoing), and any and all causes of action heretofore accrued in Assignor's favor for infringement of such Other Rights which are owned, possessed and/or controlled by Assignor, to the full extent of such rights, and any and all other rights and interests arising out of, in connection with, or in relation to the Other Rights.

For one year from the date hereof, Assignee shall have the non-exclusive right to use the "CCX" name. This right shall include, without limitation, the right to use any packaging, catalogues, sales and promotional materials and printed forms that use such name and are included in the Subject Assets, or have been ordered prior to the Closing for use in the Mesh Products Division, but such right shall exclude the right to advertise under the CCX corporate name (except that Assignee's use of the packaging, catalogues, sales and promotional materials or printed forms in the CCX name and are included in the Subject Assets shall be permitted.) Assignee agrees that it will not re-order any such packaging, catalogues, sales and promotional materials or printed forms in the CCX name and will cease using the CCX name when all of said materials have been fully utilized by Assignee for their intended purpose in the ordinary course of business. Assignee shall do nothing to impair the goodwill associated with the CCX name.

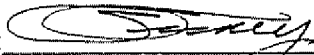
This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Intellectual Property Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of above-written date.

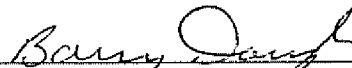
ASSIGNOR:

CCX, INC.

By: 
Name: FRANCIS X. FEELEY
Title: V.P. / CFO

ASSIGNEE:

NEW YORK WIRE COMPANY

By: 
Name: BARRY DOUGLAS
Title: PRESIDENT

SCHEDULE A
TRADEMARKS

Federal Trademark Registrations:

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUNSHIELD	76-288775	2634710	October 15, 2002
PAW PROOF	75-777355	2360952	June 20, 2000
WALL-SPAN	74-186817	1853071	September 6, 1994
FLORIDA GLASS	73-509088	1379188	January 21, 1986
BAYCOR	73-276550	1216764	November 16, 1982
MINI-ROLLS	72-335850	906472	January 26, 1971
STARALUM HANOVER STAR BRAND (<i>and Design</i>)	72-215840	802939	February 1, 1966
(Design only) STAR WITH FIVE POINTS; SCREENS, OTHER WIRE NETTING; OVALS COMPLETELY OR PARTIALLY SHADED	72-215839	802938	February 1, 1966
STARLIFE (<i>and Design</i>)	72-215334	802937	February 1, 1966

SCHEDULE B

DOMAIN NAMES

CCXFIBERGLASS.COM

WALLSPAN.COM

HANOVERWIRE.COM