

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/04/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ESMARK, LLC		10/10/2005	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	ESMARK INCORPORATED
Street Address:	2500 Euclid Avenue
City:	Chicago Heights
State/Country:	ILLINOIS
Postal Code:	60411
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76610920	ESMARK

**CORRESPONDENCE DATA**

Fax Number: (312)551-1101  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312/551-8300  
 Email: ssmilie@pfs-law.com  
 Correspondent Name: Scott W. Smilie; Patzik, Frank & Samotny  
 Address Line 1: 150 South Wacker Drive  
 Address Line 2: Suite 900  
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	4002-011
NAME OF SUBMITTER:	Scott W. Smilie

CH \$40.00 76610920

Signature:

/scott w smilie/

Date:

10/13/2005

**Total Attachments: 3**

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**ASSIGNMENT**

Attorney Docket No. 4002-011

**PATZIK, FRANK & SAMOTNY LTD.**

150 South Wacker Drive  
Suite 900  
Chicago, Illinois 60606  
(312) 551-8300

**TRADEMARK ASSIGNMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, and in connection with the dissolution of **ESMARK, LLC**, a Delaware limited liability company having a business address of 2500 Euclid Avenue, Chicago Heights, Illinois 60411 (hereinafter sometimes referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to **ESMARK INCORPORATED**, a Delaware corporation having a business address of 2500 Euclid Avenue, Chicago Heights, Illinois 60411 (hereinafter sometimes referred to as "ASSIGNEE") as of March 4, 2005, ASSIGNOR's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service mark applications, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as any goodwill associated with the business symbolized by the trade names, trademarks and/or service marks and any and all common law trademark rights associated therewith; and any and all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that to the best of its knowledge no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Assignor:

Assignee:

ESMARK LLC

ESMARK INCORPORATED

By: Craig T. Bouchard  
Title: manager  
Date: 10/10/2005

By: Craig T. Bouchard  
Title: President  
Date: 10/10/2005

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

This instrument was acknowledged/  
subscribed and sworn to before me on this  
10<sup>th</sup> day of October, 2005 by

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subscribed and sworn to before me on this  
10<sup>th</sup> day of October, 2005 by

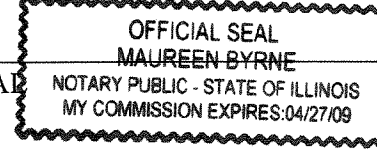
CRAIG T. BOUCHARD  
(name of signor)

Craig T. Bouchard  
(name of signor)

Maureen Byrne  
NOTARY PUBLIC

Maureen Byrne  
NOTARY PUBLIC

SEAL 

SEAL 

SCHEDULE A

UNITED STATES  
APPLICATION

MARK

ESMARK and Design

APPLICATION SERIAL NO.

76/610,920