

07-06-2005

FORM PTO-1594 (Substitute)

REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office

103034875

original documents or copy thereof.

1. Name of conveying party(ies):

York Bronze Company

- Individual
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: York Bronze Trade Company

Address: 125 Sisler Street

City: Kingwood State: WV Zip: 26537-0547

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 24, 2001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State West Virginia
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark registration number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,745,451

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Frederick H. Colen

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 2.6(b)(6)): \$ 40

- Enclosed
- Authorized to be charged to deposit account _____
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

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 and correct copy of the original document.

Frederick H. Colen

Name of Person Signing

Signature

June 29, 2005

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

07/05/2005 ECOOPER 00000042 745451

01 FC:8521

40.00 DP

TRADEMARK

REEL: 003188 FRAME: 0488

PCHELE15109151.FHCOLEN 6/28/05 4:42 PM

7-1-05

RECORDS/FINANCE
JUN 29 11 AM '05

**CONTRIBUTION, ASSIGNMENT AND
ASSUMPTION AGREEMENT**

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") effective as of May 24, 2001 ("Effective Date"), is among York Bronze Company, a Delaware corporation ("York Bronze"), OMC Industries, Inc., a Texas corporation ("OMC" and together with York Bronze "Assignors") and York Bronze Trade Company, a West Virginia corporation ("Sub 1" or "Assignee").

RECITALS

WHEREAS, York Bronze and OMC are contributing and assigning approximately 75% of their respective assets and all of their respective Liabilities (as defined below) and obligations to Sub 1 in exchange for an aggregate of 3,000,000 shares of Common Stock, par value \$1.00 per share, of Sub 1 ("Common Stock") and for an aggregate of 33,110,000 shares of Non-Qualified Series A Preferred Stock, par value \$1.00 per share, of Sub 1 ("Preferred Stock");

WHEREAS, it is intended that the contribution made by each Assignor to Assignee be considered an exchange subject to the provisions under Section 351 of the Internal Revenue Code of 1986, as amended;

WHEREAS, it is the intent of the parties that the contribution by each Assignor to Assignee be that of a business operating as a going concern;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee hereby agree as follows:

1. Conveyance of Contributed Assets. Each Assignor hereby CONTRIBUTES, CONVEYS, TRANSFERS, ASSIGNS AND DELIVERS unto Assignee and its successors and assigns, forever, all of its right, title and interest in the assets set forth in the Bills of Sale attached hereto as Exhibits A and B and the Deeds attached hereto as Exhibits C and D, and all of its Liabilities in exchange for the number of shares of Common Stock and Preferred Stock set forth opposite such Assignor's name on Exhibit E and the assumption of the Liabilities set forth in Section 2 below. Assignee hereby agrees to issue to each respective Assignor the number of shares of Common Stock and Preferred Stock set forth opposite such Assignor's name on Exhibit E.

2. Assumption of Liabilities. Assignee hereby assumes and agrees to pay, discharge and perform when due all of the Liabilities of each Assignor (the "Assumed Liabilities"). Assignee shall indemnify and hold harmless each Assignor and each of their affiliates from all Assumed Liabilities from and after the date hereof.

3. Representations and Warranties. Assignee represents and warrants that:

(a) the shares of Common Stock and Preferred Stock that are the subject of this Agreement constitute all of the issued and outstanding equity interests in Assignee, and upon execution of this Agreement, the Assignors will be the only holders of equity interests in Assignee; and

(b) all of the shares of Common Stock and Preferred Stock issued and outstanding pursuant to this Agreement are validly issued, fully paid, nonassessable and free and clear of all encumbrances (except for restrictions imposed generally by applicable securities laws).

4. Further Documents. Each Assignor covenants and agrees with Assignee that such Assignor, its successors and assigns, shall execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Assignee, or its successors and assigns, and to put Assignee, or its successors and assigns, in possession of, any property conveyed, transferred and delivered hereunder or otherwise carry out the purposes of this Agreement. Assignee covenants and agrees with each Assignor that Assignee, its successors and assigns, shall execute, acknowledge and deliver such other instruments of assumption and take such other action as may reasonably be required to memorialize and effect the assumption all of the Assumed Liabilities.

5. Liabilities. For purposes of this Agreement, "Liability" shall mean all liabilities and obligations including, without limitation:

(a) all accounts and other trade payables;

(b) all contracts and agreements;

(c) any noncompliance with any applicable laws, rules and regulations, including without limitation, those relating to the environment, health and safety, employment and labor management relations and provisions thereof relating to wages and the payment thereof, hours of work, collective bargaining agreements, workers' compensation laws and the withholding and payment of federal social security and similar taxes; and

(d) any absolute or contingent, known or unknown liability, whether asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, due or to be come due.

6. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Agreement.

7. Governing Law. The validity of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without application of any conflicts-of-law rule or principle which might result in the application of the law of another jurisdiction.

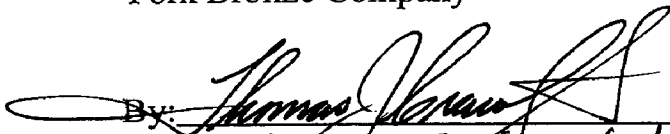
8. Successors and Assigns. This Agreement shall bind Assignors and their successors and assigns and inure to the benefit of Assignee and its successors and assigns.

9. Third Party Beneficiaries. The York Group, Inc., a Delaware corporation, and its affiliates may rely upon and are permitted third party beneficiaries of this Agreement and the terms and provisions hereof.

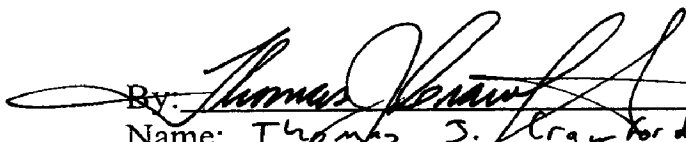
10. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

“ASSIGNORS”

York Bronze Company

By: 
Name: Thomas J. Crawford
Title: President

OMC Industries, Inc.

By: 
Name: Thomas J. Crawford
Title: President

“ASSIGNEE”

York Bronze Trade Company

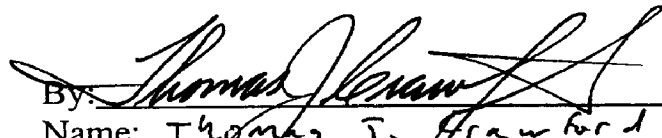
By: 
Name: Thomas J. Crawford
Title: President

EXHIBIT A

BILL OF SALE

BILL OF SALE

THIS BILL OF SALE dated effective as of May 24, 2001 (this "Bill of Sale") is executed and delivered by York Bronze Company a Delaware corporation (the "Company") to York Bronze Trade Company, a West Virginia corporation (the "Purchaser").

RECITALS

WHEREAS, the Company desires to sell to the Purchaser, and the Purchaser desires to purchase from the Company the assets (the "Assets") of the Company, except for the assets specifically described on the attached Schedule A (the "Retained Assets");

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, transfers, assigns, conveys and delivers unto the Purchaser and its successors and assigns all of its right, title and interest in the Assets free and clear of all Encumbrances, but with all related obligations and liabilities.

TO HAVE AND TO HOLD unto the Purchaser and its successors and assigns forever the Assets, together with, all and singular, the rights and appurtenances thereto in any way belonging to the Company; and the Company does hereby bind itself to warrant and defend all and singular the Assets against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Company hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered, any and all such further acts, assurances and instruments as the Purchaser may reasonably require to complete or perfect the conveyance and transfer to the Purchaser of all of Company's right, title and interest in and to the Assets hereby assigned, and to do all such further acts and things as may be reasonably necessary or useful to effect completely the intent of this Bill of Sale.

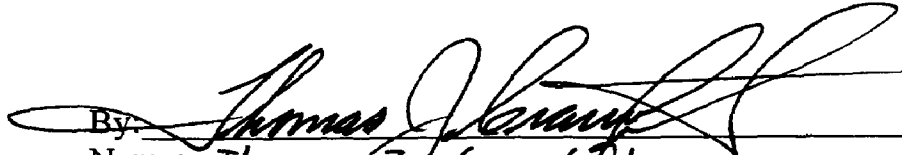
This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of West Virginia, without regard to conflicts of law principles.

THIS BILL OF SALE IS EXECUTED AND DELIVERED BY THE COMPANY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

This Bill of Sale shall bind the Company and inure to the benefit of the Purchaser and their respective successors and assigns.

EXECUTED AND DELIVERED effective as of the date first written above.

YORK BRONZE COMPANY

By: 
Name: Thomas J. Crawford
Title: President

SCHEDULE A

**YORK BRONZE
RETAINED ASSETS**

All accounts receivable, all prepaid assets, all inventory, all under-construction assets of the Company, the real property of the Company located in Portland, Oregon, and the real property of the Company located in Aiken, South Carolina.

EXHIBIT B
BILL OF SALE

EXHIBIT C

DEED

EXHIBIT D

DEED

EXHIBIT E

YORK BRONZE TRADE COMPANY SHARES OF STOCK

	<u>Number of Shares of Common Stock</u>	<u>Number of Shares of Preferred Stock</u>
York Bronze Company	2,500,000	30,210,000
OMC Industries, Inc.	500,000	2,900,000