

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
Atlas ABC Corporation		04/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Copperweld Bimetallics LLC
Street Address:	254 Cotton Mill Road
City:	Fayetteville
State/Country:	TENNESSEE
Postal Code:	37334
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	799776	AWAC
Registration Number:	620666	COPPERWELD
Registration Number:	620735	COPPERWELD
Registration Number:	620228	COPPERWELD
Registration Number:	1464432	METALLON
Registration Number:	1938993	SHIPPED ON TIME WITH SAFETY IN MIND
Registration Number:	2960865	TUFF TRACER

CORRESPONDENCE DATA

Fax Number: (412)394-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-394-2406
 Email: kburns@thorpreed.com
 Correspondent Name: Kimberly W. Burns
 Address Line 1: One Oxford Centre, 301 Grant Street
 Address Line 2: 14th Floor

CH \$190.00 799776

Address Line 4: Pittsburgh, PENNSYLVANIA 15219-1425

ATTORNEY DOCKET NUMBER: 018164.091064

NAME OF SUBMITTER: Jenifer S. Tarasi

Signature: /jst/

Date: 05/18/2006

Total Attachments: 10
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 28th day of April, 2006 ("Effective Date"), is from Dofasco Tubular Products Corporation, a Delaware corporation ("Dofasco") and Atlas ABC Corporation, a Delaware corporation ("Atlas", and together with Dofasco, "Assignor") to Copperweld Bimetallics LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Membership Interest Purchase Agreement dated April 28, 2006 (the "Purchase Agreement"); and

WHEREAS, Dofasco owns the entire right, title and interest in and to the registered trademarks and trademark applications listed on Exhibit A, together with the goodwill of the business associated therewith (the "Dofasco Marks"), and Atlas owns the entire right, title and interest in and to the registered trademarks and trademark applications listed on Exhibit B, together with the goodwill of the business associated therewith (the "Atlas Marks" and together with the Dofasco Marks, the "Assigned Marks"); and

WHEREAS, Dofasco is assigning to Assignee the entire right, title and interest in and to the Dofasco Marks and Atlas is assigning to Assignee the entire right, title and interest in and to the Atlas Marks pursuant to the Purchase Agreement, and the Purchase Agreement requires the execution of this Agreement.

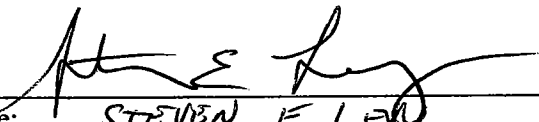
NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Dofasco hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Dofasco Marks and Atlas hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Atlas Marks, whether statutory or common law rights, together with the goodwill connected with and symbolized by the Dofasco Marks or the Atlas Marks, as the case may be, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, and the end of the term or terms for which the respective Assigned Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by the respective Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity) and the right to use, counterclaim, and recover for past, present and future infringement, dilution or other violation or unauthorized use of the rights assigned or to be assigned under this Assignment free and clear of all encumbrances.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Each Assignor hereby authorizes Assignee to record this Assignment or such further assignment documents as may be required with the United States Patent and Trademark Office and/or the applicable foreign authorities with respect to the Assigned Marks.

- 4. If any term or provision of this Agreement is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignee, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 6. Each Assignor will execute such additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the respective Assigned Marks set forth herein, and to vest in Assignee all right, title and interest in and to the respective Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
- 7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

COPPERWELD BIMETALLICS LLC

Per: 
 Name: STEVEN E LEU
 Title: PRESIDENT
 I have authority to bind the Corporation

DOFASCO TUBULAR PRODUCTS CORPORATION

Per: _____
 Name: _____
 Title: _____
 I have authority to bind the Corporation

ATLAS ABC CORPORATION

Per: _____
 Name: _____
 Title: _____
 I have authority to bind the Corporation

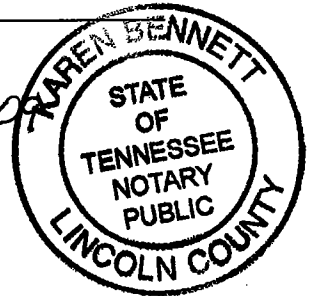
STATE OF TENNESSEE)
)
COUNTY OF LINCOLN) ss:

On the 9th day of May, 2006, before me, personally appeared Steven Levy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen Bennett
Notary Public

My Commission Expires: 3-7-09



(NOTARIAL SEAL)

PROVINCE OF ONTARIO)
)
TO WIT:) ss:

On the ___ day of _____, 2006, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(NOTARIAL SEAL)


- 4. If any term or provision of this Agreement is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignee, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 6. Each Assignor will execute such additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the respective Assigned Marks set forth herein, and to vest in Assignee all right, title and interest in and to the respective Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
- 7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

COPPERWELD BIMETALLICS LLC

Per: _____
Name: _____
Title: _____
I have authority to bind the Corporation

DOFASCO TUBULAR PRODUCTS CORPORATION

Per: 
Name: **U. Soomet**
Title: **Corporate Secretary**
I have authority to bind the Corporation

ATLAS ABC CORPORATION

Per: _____
Name: _____
Title: _____
I have authority to bind the Corporation

STATE OF TENNESSEE)
)
COUNTY OF LINCOLN) ss:

On the ____ day of _____, 2006, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

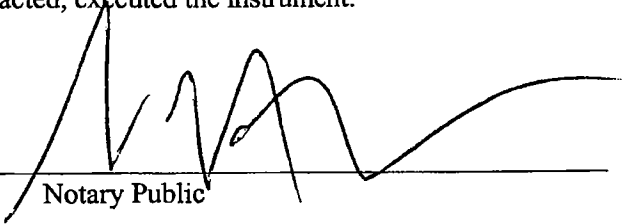
My Commission Expires:

(NOTARIAL SEAL)

PROVINCE OF ONTARIO)
)
TO WIT:) ss:

On the 20th day of April, 2006, before me, personally appeared U. SCOWET, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: N/A

(NOTARIAL SEAL)

- 4. If any term or provision of this Agreement is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignee, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 6. Each Assignor will execute such additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the respective Assigned Marks set forth herein, and to vest in Assignee all right, title and interest in and to the respective Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
- 7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

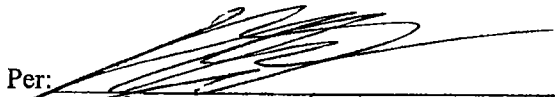
COPPERWELD BIMETALLICS LLC

Per: _____
 Name: _____
 Title: _____
 I have authority to bind the Corporation

DOFASCO TUBULAR PRODUCTS CORPORATION

Per: _____
 Name: _____
 Title: _____
 I have authority to bind the Corporation

ATLAS ABC CORPORATION

Per: 
 Name: Barry Zekelman
 Title: CEO
 I have authority to bind the Corporation

PROVINCE OF ONTARIO)
)
TO WIT:) ss:

On the 11 day of MAY, 2006, before me, personally appeared BARRY ZEKELMAN, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

KARL GERHARD MELINZ
NOTARY PUBLIC IN AND
FOR THE PROVINCE OF ONTARIO

Notary Public

My Commission Expires: FOR LIFE AT THE
PLEASURE OF THE CROWN

(NOTARIAL SEAL)

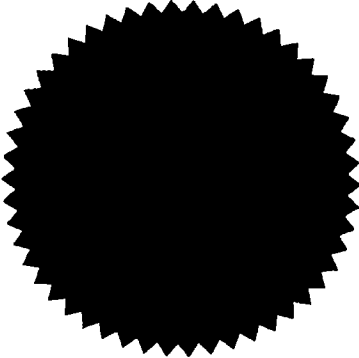


EXHIBIT A
DOFASCO MARKS

U.S. Trademark/Service Mark Registrations/Applications

MARK	REG (or APP.) NO.
Copperweld (stylized)	1,066,603

Foreign Trademark/Service Mark Registrations/Applications

MARK	COUNTRY	REG (or APP.) No.
Copperweld	Argentina	1,237,222 (renewal No. 1665135
Copperweld	Australia	B203,472
Copperweld	Australia	B203,473
Copperweld	Benelux	95,101
Copperweld	Brazil	1232/0601,711 8
Copperweld	Bulgaria	7826
Copperweld	Chile	499,676
Copperweld	Chile	487,860
Copperweld	Colombia	178,333
Copperweld	Colombia	63,846
Copperweld	Croatia	Z93 1272
Copperweld	El Salvador	14,372
Copperweld	Finland	50,367
Copperweld	France	1,346,043
Copperweld	Germany	616,935
Copperweld	Germany	866,501
Copperweld	India	B 196,436
Copperweld	India	196,435B
Copperweld	Indonesia	183,216 (renewal . No.345918
Copperweld	Italy	475,942 (now 758073)
Copperweld	Japan	1,212,621
Copperweld	Japan	1,743,484
Copperweld	Mexico	132,277
Copperweld	Mexico	54,838
Copperweld	New Zealand	B82,094
Copperweld	New Zealand	B82,093
Copperweld	Norway	71,496
Copperweld	Norway	35,168
Copperweld	Peru	16,322
Copperweld	Peru	093,855
Copperweld	Philippines	13,500
Copperweld	Romania	3R6995
Copperweld	Slovenia	7,08 1,047
Copperweld	South Africa	1486/55
Copperweld	South Africa	1185/55/2

MARK	COUNTRY	REG (or APP.) No.
Copperweld	South Africa	1185/55/1
Copperweld	Spain	514,104
Copperweld	Spain	514,105
Copperweld	Sweden	126,225
Copperweld	Switzerland	354,606
Copperweld	Taiwan	282,708
Copperweld	United Kingdom	B899,089
Copperweld	United Kingdom	B899,088
Copperweld	Venezuela	19,622
Copperweld	Venezuela	57,400
Copperweld	Bosnia Herzegovina	BAZR96406

**EXHIBIT B
ATLAS MARKS**

U.S. Trademark/Service Mark Registrations/Applications

MARK	REG (or APP.) NO.
AWAC (stylized)	799,776
Copperweld (stylized)	620,666
Copperweld (stylized)	620,735
Copperweld (stylized)	620,228
Metallon (and Design)	1,464,432
Shipped on Time with Safety in Mind	1,938,993
Tuff Tracer	2,960,865

Foreign Trademark/Service Mark Registrations/Applications

MARK	COUNTRY	REG (or APP.) No.
Aristos Copperweld & Design	Austria	69,157
Aristos Copperweld & Design	Canada	178 FOLIO 39573
Aristos Copperweld & Design	United Kingdom	B-468,338
Copperply	European Union	744045
Copperply	India	
Copperply	Brazil	820608025
Copperweld	Argentina	1,513,569
Copperweld	Canada	TMDA 056868
Copperweld	Indonesia	000012719
Copperweld	Serbia/Montenegro	20080