

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tad Metals, Inc.		02/19/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O'Neal Non-Ferrous Metals, LLC		
<b>Street Address:</b>	744 41st Street North		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35222		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2842106	TAD	
Registration Number:	2577872	TAD	
Registration Number:	2492692	TAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-888-4284		
<b>Email:</b>	tramstrom@hunton.com		
<b>Correspondent Name:</b>	Todd Ramstrom		
<b>Address Line 1:</b>	600 Peachtree Street, NE Ste. 4100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Mullican, Esq.		
<b>Signature:</b>	/Elizabeth A. Mullican, Esq./		
<b>Date:</b>	02/28/2008		

OP \$90.00 2842106

Total Attachments: 3

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

**THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS** (this "Assignment") is made as of the 19<sup>th</sup> day of February, 2008, by TAD METALS, INC., a Delaware corporation ("Assignor"), to O'NEAL NON-FERROUS METALS, LLC, an Alabama limited liability company ("Assignee"). Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Agreement (as hereinafter defined).

### RECITAL

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement dated February 19, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Purchased Assets (as defined in the Agreement), including, but not limited to, the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including, but not limited to, the servicemarks, trademarks, servicemarks and trademark applications and trade names listed on Exhibit A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

**NOW, THEREFORE**, for and in consideration of the payment of the Purchase Price as set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, 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, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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 Jersey without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

TAD METALS, INC., a Delaware corporation

By: [Signature]  
Its: \_\_\_\_\_

[SEAL]

STATE OF New York )  
  :  
COUNTY OF Nassau )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sante Agarini, whose name as an officer of TAD Metals, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, \_\_\_\_\_ as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the 19 day of February, 2008.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 1-29-2011

[SEAL]

JOHN BEAUREGARD  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01BE6054366  
Qualified In Nassau, County  
Commission Expires January 29, 2011.

**EXHIBIT A**

**Registered Servicemarks and Trademarks:**

<u>Servicemark or Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
TAD	2842106	5/18/2004
TAD	2577872	6/11/2002
TAD	2492692	9/25/2001