

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAD Metals, Inc./The Stainless Place		02/19/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	O'Neal Non-Ferrous Metals, LLC		
Street Address:	744 41st Street North		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35222		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2280534	THE STAINLESS PLACE INC.	
Serial Number:	77287390	THE STAINLESS PLACE INC.	
Serial Number:	77287387	THE STAINLESS PLACE INC.	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	tramstrom@hunton.com		
Correspondent Name:	Todd Ramstrom		
Address Line 1:	600 Peachtree Street, NE Ste. 4100		
Address Line 4:	Altanta, GEORGIA 30308		
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.		
Signature:	/Elizabeth A. Mullican, Esq./		

OP \$90.00 2280534

Date:

02/28/2008

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 19th day of February, 2008, by **TAD METALS, INC./THE STAINLESS PLACE**, 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./THE STAINLESS PLACE, a Delaware corporation

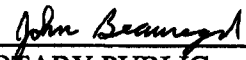
By: 
Its: _____

[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 John Perfetti, whose name as an officer of **TAD Metals, Inc./The Stainless Place**, 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, he 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.


NOTARY PUBLIC
My Commission Expires: 1-29-11

[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 Number</u>	<u>Registration Date</u>
The Stainless Place, Inc.	2280534	9/28/1999

Pending Servicemark or Trademark Applications:

<u>Servicemark or Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
The Stainless Place, Inc.	77287390	9/24/2007
The Stainless Place, Inc.	77287387	9/24/2007