TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order releasing all liens, including the Security Interest recorded at Reel/Frame 1863/0878

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BankAmerica Business Credit, Inc.		02/14/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	BSC Acquisition, Inc.
Street Address:	2211 Parsons Avenue
City:	Columbus
State/Country:	OHIO
Postal Code:	43207
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0523599	B
Registration Number:	0111447	B
Registration Number:	1018802	BUCKEYE
Registration Number:	0565354	C-R
Registration Number:	0130680	COMMONWEALTH
Registration Number:	0876898	ELASTO-CUSHION
Registration Number:	1660741	G

CH $190.00 0523599

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive

Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38285-27 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	05/09/2008

Total Attachments: 11
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CLERK
03 FEB 14 PM 4:00
MICHAEL D. WEBB, CLERK
U.S. BANKRUPTCY COURT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:	§	
	§	Jointly Administered Under
	§	Case No. 02-66859
BUCKEYE STEEL CASTINGS	§	
COMPANY, INC., et al.	§	Judge Caldwell
	§	Chapter 11
	§	
DEBTORS.	§	

I certify that this is a copy of the original filed 2-14-03
Clerk of the Bankruptcy Court
By ____ Deputy Clerk
Issued 2/18/03

ORDER (i) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF LIENS AND OTHER CLAIMS; (ii) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF RELATED UNEXPIRED LEASES AND EXECUTORY CONTRACTS; (iii) APPROVING NOTICE PROCEDURES FOR NOTICE OF THE SALE MOTION AND (iv) GRANTING CERTAIN RELATED RELIEF

Upon the motion of Buckeye Steel Castings Company ("Buckeye Steel") and its above-captioned affiliates, as Debtors[1] in the above-captioned cases (the "Sale Motion"), seeking entry of an order (the "Sale Approval Order"), under sections 105(a), 363, 364, 365 and 1146(c) or title 11 of the United States Code (the "Bankruptcy Code") and rules 6004, 6006, 9007, 9010 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (i) authorizing and approving the sale of substantially all of the Debtors' assets, free and clear of liens, claims, and other interests pursuant to section 363(f) of the Bankruptcy Code; (ii) authorizing and approving the Debtors' execution and delivery of and performance under an Amended and Restated Asset Purchase Agreement between the Debtors and Rail Castings Corp.

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1 Capitalized terms used but not defined herein shall have the meaning given in the Sale Motion or the Final APA.

14 FEB 2003

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DATE 14 FEB 2003
BY ____

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(the "Buyer"), dated as of January 7, 2003 (the "APA"), as modified by the results of the auction conducted by the Debtors on February 11, 2003 (the "Auction") and (iii) authorizing and approving the Debtors' assumption and assignment of certain unexpired leases and executory contracts identified in the APA executed by the Buyer; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and adequate notice of the Sale Motion having been given; and the appearances of all interested parties and all responses and objections to the Sale Motion, if any, having been duly noted at the Sale Approval Hearing; and upon the record of the Sale Hearing, the Sale Motion, said responses and objections, if any; and after due deliberation and sufficient cause appearing therefor, the Court hereby

FINDS AND DETERMINES[2] THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. Notice of the Sale Motion, the Auction, and the Sale Approval Hearing has been given in accordance with Bankruptcy Rules 2002, 4001 and 6004 and the Sale Procedures Order. The foregoing notice constitutes good and sufficient notice of the Sale Motion, the Auction, and the Sale Approval Hearing, and no other or further notice of the Sale Motion, the Auction, and the Sale Approval Hearing or the entry of this Sale Approval Order need be given.

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2 Findings of fact shall be construed as, and constitute, conclusions of law and conclusions of law shall be construed as, and constitute, findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court form the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

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C. A reasonable opportunity has been afforded any interested party to make a higher and better offer for the Assets, including at the Auction conducted by the Debtors on February 11, 2003.

D. Exigent circumstances and sound business reasons exist for the Debtors' sale of the Assets. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estates, and creditors.

E. The APA, as modified by the results of the Auction, represents the highest and best offer received by the Debtors for the Assets at the Auction, and the Buyer was determined by the Debtors to have tendered the highest and best offer for the Assets.

F. The sale consideration to be realized by the Debtors pursuant to the APA, as modified by the results of the Auction, is fair and reasonable.

G. The transactions contemplated by the APA are undertaken by the Debtors and the Buyer at arm's length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of section 363(m) of the Bankruptcy Code.

H. The Purchase Price under the APA, as increased by the results of the Auction, is fair and reasonable and constitutes sufficient value for the Assets.

I. A sale of the Assets other than one free and clear of Liens would adversely affect the Debtors' bankruptcy estates and would be of substantially less benefit to the estates of the Debtors.

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J. The decision to assume and assign the Assumed Executory Contracts is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

K. The Buyer has demonstrated adequate assurance of future performance with respect to each of the Assumed Executory Contracts.

For all of the foregoing reasons and after due deliberation, the Court ORDERS, ADJUDGES, AND DECREES THAT:

1. The Sale Motion, the APA, the Auction, and the transactions contemplated thereby are hereby approved.

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to sell the Assets to the Buyer upon the terms and subject to the conditions set forth in the APA. with such modifications as may be agreed to by the parties.

3. Each of the Debtors and the Buyer are hereby authorized to take all actions and execute all documents and instruments that the Debtors and the Buyer deem necessary or appropriate to implement and effect the transactions contemplated by the APA as such may be amended by the parties thereto.

4. The sale of the Assets to the Buyer shall be free and clear of Liens and other claims (other than any Permitted Encumbrances expressly provided for in the APA or Liens created by the Buyer) pursuant to section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, any Liens and/or other claims held or asserted by any of the Debtors' creditors, vendors, suppliers, employees, employee representatives, executory contract counterparties, lessors, customers or users or goods manufactured or sold by the Debtors, and the Buyer shall not be liable in any way (under any theory of successor liability or

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otherwise) for any claims that any of the foregoing or any labor organization or other third party may have against any of the Debtors, except as expressly provided in the APA. Pursuant to section 363(f) of the Bankruptcy Code, delivery of the Assets shall be free and clear of any employees' claims against the Debtors, including but not limited to, all asserted or unasserted, known or unknown, statutory or contractual employment related claims, payroll taxes, employee contracts, pension liabilities, WARN Act claims, COBRA claims, employee seniority accrued while employed with any of the Debtors and successorship liability for any such claims against the Debtors. Any and all valid and enforceable Liens and claims on the Assets, including, but not limited to, any Liens and/or claims arising from personal property taxes, shall be transferred, affixed, and attached to the net proceeds of the sale of the Assets, with the same validity, priority, force, and effect as such Liens and/or claims had upon the Assets immediately prior to the Closing.

5. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims against or interests in the Debtors or the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or interests which the person or entity has with respect to the Debtors or the Assets or otherwise, then upon the Closing and simultaneously with receipt by the Debtors of the Purchase Price (as defined in the APA) (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets at no cost to the Debtors, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Approval

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Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against or interests in the Assets.

6. Effective as of the Closing, the sale of the Assets by the Debtors to the Buyer shall constitute a legal, valid, and effective transfer of the Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Assets free and clear of all Liens, claims, or encumbrances pursuant to section 363(f) of the Bankruptcy Code.

7. The sale of the Assets to the Buyer under the APA will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of all applicable jurisdictions, including, but not limited to, the laws of the State of Ohio.

8. The Buyer is hereby granted all of the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assumed Executory Contracts to be assumed and assigned as part of the sale of the Assets pursuant to section 365 of the Bankruptcy Code and this order or any further order of the Court.

9. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons (as defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Buyer or the Buyer's affiliates to recover any Claim (as defined in section 101(5) of the Bankruptcy Code) that such Person has or had against the Debtors or Debtors' affiliates.

10. The Debtors are authorized to assign and transfer to the Buyer all of the Debtors' rights, title and interest (including common law rights) to all of the Debtors' intangible property to be assigned and transferred to the Buyer under the APA.

11. Cash proceeds of the sale as calculated under Section 3.2(a), (b) and (c) of the APA (including any amounts set forth in the Budget and included in Section 3.2(c) of the APA but not yet expended by Debtors as of the date of the Closing (the "Accrued Budgeted

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Expenses"), shall be provisionally applied to the claims of the Senior Lenders, subject to disgorgement only in the event and to the extent any objections to the Senior Lenders' claims and liens are timely filed in the manner set forth in the Final OrderAuthorizing Debtors to Use Cash Collateral and Granting Adequate Protection Liens, dated February 14, 2003 (the "Final Cash Collateral Order") and sustained by final, nonappealable order. Proceeds of the sale in an amount equal to the Accrued Budgeted Expenses shall be deposited into the cash collateral account maintained by the Debtors with the Agent (as defined in the Final Cash Collateral Order), with any balance remaining after payment of said expenses to be remitted by the Debtors and the Agent to the Buyer.

12. Pursuant to the Sale Procedures Order, the second-highest bid offered at the Auction by any Qualified Bidder shall remain open for acceptance by the Debtors for a period of forty-eight (48) hours after the Closing, and, in the event the Closing with the Buyer occurs in accordance with the APA and this Sale Approval Order, the Debtors may return the balance of the Buyer Deposit remitted by such Qualified Bidder to said party in accordance with the terms of any agreement with the Debtors without further order of the Court.

13. All objections and responses concerning the Sale Motion are resolved in accordance with the terms of this Sale Approval Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, they are, and all reservations and rights therein are, overruled and denied.

14. The Buyer has not assumed or otherwise become obligated for any of the Debtors' liabilities other than as expressly set forth in the APA, and the Buyer has not purchased any of the Excluded Assets (as defined in the APA). Consequently, all holders of liabilities or Claims (as defined in section 101(5) of the Bankruptcy Code) are hereby enjoined from asserting

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or prosecuting any Claim or cause of action against the Buyer or the Assets to recover on account of any Claim or liabilities other than any obligations under any Assumed Executory Contracts or Permitted Encumbrances pursuant to the APA or other than pursuant to this Sale Approval Order. All persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against the Buyer for any liability or Claim associated with the Excluded Assets.

15. The sale, assumption and assignment of the Assumed Executory Contracts is approved pursuant to sections 363 and 365 of the Bankruptcy Code.

16. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer as a result of the assignment of the Assumed Executory Contracts, and the validity of the assumption, assignment and sale to the Buyer shall not be affected by any dispute between the Buyer and any counter party to an Assumed Executory Contract regarding the amount to be paid by Buyer to cure any existing defaults under any Assumed Executory Contract.

17. The Buyer has provided adequate assurance of its future performance under the Assumed Executory Contracts and the proposed assumption and assignment of the Assumed Executory Contracts satisfies the requirements of the Bankruptcy Code including, among others, sections 365(b)(l) and (3) and 365(f) of the Bankruptcy Code to the extent applicable.

18. The Assumed Executory Contracts are valid and binding, in full force and effect and, except as provided in this Sale Approval Order, enforceable in accordance with their terms.

19. Any provision in any Assumed Executory Contract that purports to declare a breach or default as a result of a change of control in respect of the Debtors is unenforceable and all Assumed Executory Contracts shall remain in full force and effect.

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20. Each Assumed Executory Contract is in full force and effect and, upon Closing, except as provided for in the APA, no monetary or non-monetary default will exist thereunder, or event or occurrence which would constitute a default with the passage of time, giving of notice, or both, with respect to any material term, condition, covenant, payment obligation or other obligations thereunder whether prepetition or postpetition in nature, other than any event of default existing as a result of the filing of these bankruptcy cases and monetary cure amounts which shall be paid at the Closing.

21. All parties to the Assumed Executory Contracts are forever barred and enjoined from raising or asserting against the Buyer or the Debtors any assignment fee, default or breach under, or any claim or pecuniary loss, or condition to assignment arising under or related to the Assumed Executory Contracts existing as of the Closing or arising by reason of the Closing.

22. The Assumed Executory Contracts upon assignment to the Buyer shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Approval Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability, except for any cure obligations as provided herein or in the APA.

23. Pursuant to sections 363(b), 363(f) 365(a), 365(b) and 365(f) of the Bankruptcy Code, the assumption, assignment and sale to the Buyer of the Assumed Executory Contracts by the respective Debtor thereto shall be effected by this Sale Approval Order, effective as of Closing.

24. The Assumed Executory Contracts, together with any amendments and modification of such Assumed Executory Contracts constitute the Assumed Executory Contracts that are being assumed by and assigned to the Buyer by the Debtor party thereto.

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25. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the APA (notwithstanding the terms thereof), the Sale Procedures Order and this Sale Approval Order in all respects, including, but not limited to, any claims of entities that seek to enforce any Liens, claims, or encumbrances against the Buyer or the Assets (which is expressly forbidden by this Sale Approval Order), and further to hear and determine any and all disputes between the Debtors and/or the Buyer, as the case may be, and any non-debtors party to, among other things, any Assumed Executory Contracts concerning, among other things, the Debtors' assumption and assignment thereof to the Buyer under the APA; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, Sale Procedures Order, or this Sale Approval Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

26. The provisions of this Sale Approval Order are nonseverable and mutually dependent.

27. This Sale Approval Order shall inure to the benefit of the Buyer, the Debtors, and their respective successors and assigns, including, but not limited to, any chapter 11 or chapter 7 trustee that may be appointed in the Debtors' cases and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further cases involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

28. Pursuant to section 1146(c) of the Bankruptcy Code, the transactions contemplated by the APA, including, but not limited to, the transfer of the Assets to the Buyer, recordation of evidence thereof, the granting mortgages and security interests in the Assets by

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the Buyer. and the recordation of evidence thereof by the Buyer or grantee of such mortgages and security interests are determined to be under or in furtherance of any plan to be proposed under section 1129 of the Bankruptcy Code in that the net proceeds of the sale of the Assets are essential and required to fund a chapter 11 plan for the Debtors, and therefore, are exempt from any transfer, stamp or similar tax (including but not limited to any tax or transfer fee imposed under O.R.C. § 319.54) or any so- called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Debtors' sale and transfer of the Assets to the Buyer.

29. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and this Sale Approval Order.

30. This Sale Approval Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the automatic stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Fed. R. Bankr. P. 6004(g) and (ii) authorizing the assumption and assignment of an executory contract or unexpired lease, as set forth in Fed. R. Bankr. P. 6006(d), shall not apply to this Sale Approval Order.

31. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Sale Approval Order and the APA.

Dated: February 14, 2003

Charles M. Caldwell

The Honorable Charles M. Caldwell
United States Bankruptcy Judge

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