

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution, Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Bronze Company		05/24/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	York Bronze Trade Company		
Street Address:	125 Sisler Street		
City:	Kingwood		
State/Country:	WEST VIRGINIA		
Postal Code:	26537-0547		
Entity Type:	CORPORATION: WEST VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2236352	WILLIAMSBURG	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-288-4164		
Email:	fcolen@reedsmith.com		
Correspondent Name:	Frederick H. Colen		
Address Line 1:	P.O. Box 488		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	02531 011357.20121.0458		
NAME OF SUBMITTER:	Frederick H. Colen		
Signature:	/Frederick H. Colen/		
Date:	10/06/2009		

OP \$40.00 2236352

Total Attachments: 9

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**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.

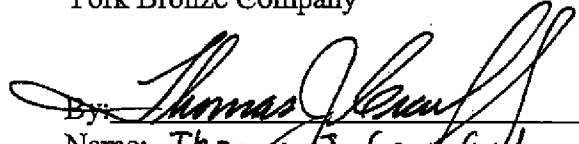
9. Third Party Beneficiaries. The York Group, Inc., a Delaware corporation, and its affiliates may rely upon and are permitted third party beneficiaries of this Agreement and the terms and provisions hereof.

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.

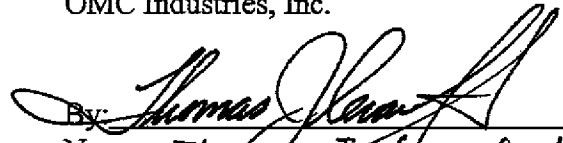
EXECUTED effective as of the date first above written.

"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

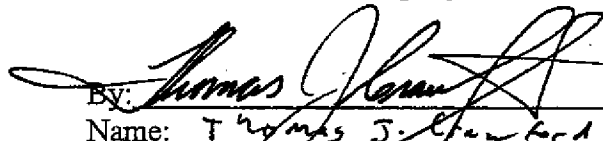
By: 
Name: Thomas J. Crawford
Title: President

EXHIBIT A
BILL OF SALE

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