

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Entity Type
	HELMOLD LLC		LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bohler-Uddeholm Precision Strip LLC,		
Street Address:	3052 Interstate Parkway		
City:	Brunswick		
State/Country:	OHIO		
Postal Code:	44212		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
	Property Type	Number	Word Mark
	Registration Number:	3571137	ULTRAFLEX
	Registration Number:	3526329	LAZER BLADE
	Registration Number:	3487129	HELMOLD
	Registration Number:	3487128	HELMOLD
	Registration Number:	0233331	CUTAWL
CORRESPONDENCE DATA			
Fax Number:	2123183400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 318 3183		
Email:	mmutterperl@fulbright.com, mrosenfeld@fulbright.com, nyipdocket@fulbright.com		
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		

OP \$140.00 3571137

Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER: 11204015 BOHL 851

NAME OF SUBMITTER: Mark N. Mutterperl

Signature: /Mark N. Mutterperl/

Date: 04/16/2012

Total Attachments: 6

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BOHLER-UDDEHOLM STRIP STEEL, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "HELMOLD LLC" UNDER THE NAME OF "BOHLER-UDDEHOLM PRECISION STRIP LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF MARCH, A.D. 2011, AT 10:28 O'CLOCK A.M.

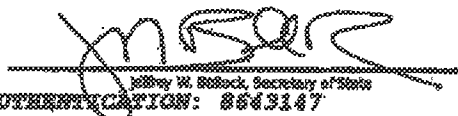
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF APRIL, A.D. 2011.

6203680 8100M

110329577

You may verify this certificate online
at www.delaware.gov/authdivs.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8643147

DATE: 03-23-11

TRADEMARK
REEL: 004757 FRAME: 0956

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, is made and entered into as of Feb. 14th, 2011, by and between Bohler-Uddeholm Strip Steel, LLC, a Delaware limited liability company ("Mergerco") and Helmod LLC, a Delaware limited liability company (the "Surviving Company"). This Agreement has been approved, adopted, certified, executed and acknowledged by each of the undersigned in accordance with the requirements of the Delaware Limited Liability Company Act (the "DLLCA").

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

ARTICLE I

EFFECT OF THE MERGER

1.1 Merger. Upon the Effective Date (as hereinafter defined), Mergerco shall be merged with and into the Surviving Company pursuant to the DLLCA, with the Surviving Company continuing as the surviving entity (the "Merger").

1.2 Effective Date. Upon the execution of this Agreement by Mergerco and the Surviving Company, and subject to the adoption of this Agreement by the Sole Member (as defined below), the Surviving Company shall be and hereby is directed to file in the offices of the Secretary of State of the State of Delaware a Certificate of Merger for the merger (the "Certificate of Merger"). The Merger shall become effective on April 1, 2011 (the "Effective Date").

1.3 Conversion of Mergerco Equity into Equity of Surviving Entity. Bohler-Uddeholm Precision Strip is the sole owner of 100% of the profits, losses and capital of Mergerco and the Surviving Company (the "Sole Member"). By virtue of the Merger and without any action on the part of the Sole Member, Mergerco or the Surviving Company, upon the Effective Date:

- (a) the equity interest in the Surviving Company shall remain unchanged; and
- (b) the equity interest in Mergerco existing immediately prior to the Effective Date shall, without any action on the part of the Member, Mergerco or the Surviving Company, be canceled without payment of any consideration therefor and cease to exist and be outstanding.

1.4 Effect of Merger.

(a) Subject to the terms and conditions of this Agreement and the Certificate of Merger, on the Effective Date:

- (i) the separate existence of Mergerco shall cease and Mergerco shall be

merged with and into the Surviving Company (after the Merger, the Surviving Company is sometimes referred to as the "Surviving Entity").

(ii) the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of Mergerco and the Surviving Company; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to each of Mergerco and the Surviving Company shall be taken and deemed to be vested in the Surviving Entity without further act or deed;

(iii) the title to any real estate, or any interest therein, vested in either of Mergerco and the Surviving Company shall not revert or be in any way impaired by reason of such merger or consolidation;

(iv) the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of Mergerco and the Surviving Company; and

(v) any claim existing or action or proceeding pending by or against Mergerco and the Surviving Company existing at such time may be prosecuted as if such merger or consolidation had not taken place, subject to any and all limitations under applicable law.

(b) Neither the rights of creditors nor any liens upon the property of either Mergerco and the Surviving Company shall be impaired by the Merger.

(c) The Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Certificate of Formation of the Surviving Entity; however, the Surviving Company's name shall be changed to BOHLER-UDDEHOLM Precision Strip LLC upon the Effective Date of the Merger.

(d) The Limited Liability Company Agreement of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Limited Liability Company Agreement of the Surviving Entity, until thereafter duly altered, amended or repealed as provided by law, the Certificate of Formation and such Limited Liability Company Agreement.

(e) This Agreement is on file at the principal place of business of the Surviving Entity which is located at 3052 Interstate Parkway, Brunswick, Ohio, 44212. A copy of this Agreement will be furnished by the Surviving Entity, on request and without cost, to the Sole Member.

1.5 ~~Further Action~~. If, at any time after the date hereof, any further action is necessary or desirable to carry out the transactions contemplated herein, or to vest in the Surviving Entity the full right and title to and possession of all assets, property, rights, privileges, immunities, powers, and franchises of Mergerco, the Sole Member is fully authorized to take, and shall take, all such

action. Each of the parties hereto shall take any action and execute and deliver any additional document, instrument, or agreement necessary or desirable to consummate the transactions contemplated herein.

1.6 Service of Process.

(a) The Surviving Entity hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Mergerco or the Surviving Company.

(b) The Surviving Entity hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any proceeding described in paragraph 1.6(a) above. A copy of such process shall be mailed by the Secretary of State of the State of Delaware to the Surviving Entity at 3052 Interstate Parkway, Brunswick, Ohio, 44212.

ARTICLE II

TERMINATION

2.1 Termination. Notwithstanding the approval of this Agreement by the Member of Mergerco and the Surviving Company, this Agreement may be terminated at any time prior to the Effective Date by agreement of Sole Member.

2.2 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall forthwith become null and void and there shall be no liability on the part of Mergerco or the Surviving Company or the Member to any other party hereto or any other party in connection with the transactions contemplated herein.

ARTICLE III

MISCELLANEOUS

3.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

3.2 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of each of the Surviving Company and Mergerco.

3.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but such waiver must be in writing and shall not constitute or be deemed a waiver as to any future event not within the scope of such waiver.

3.4 Assignment. This Agreement is not assignable by any party hereto without the prior written consent of each of the Surviving Company and Mergerco.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

3.6 Captions. The section and other headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

2152589*1

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the undersigned as of the date first above written.

HELMOLD LLC

By: BOHLER-UDDEHOLM PRECISION
STRIP GMBH

By: CEO, MD
Name: LEONARD ANORMER
Its: [Signature]

By: CEO, MD
Name: RICHARD LANGENSTADT
Its: [Signature]

Being the Sole Member of Hel mold LLC

BOHLER-UDDEHOLM STRIP STEEL, LLC

By: BOHLER-UDDEHOLM PRECISION
STRIP GMBH

By: CEO, MD
Name: LEONARD ANORMER
Its: [Signature]

By: CEO, MD
Name: RICHARD LANGENSTADT
Its: [Signature]

Being the Sole Member of
Bohler-Uddeholm Strip Steel, LLC

BOHLER-UDDEHOLM PRECISION
STRIP GMBH

(Acknowledging its consent as the sole Member)

By: CEO, MD
Name: LEONARD ANORMER
Its: [Signature]

By: CEO, MD
Name: RICHARD LANGENSTADT
Its: [Signature]

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