

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Secured Party Transfer and Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ajax Magnethermic Corporation		09/10/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tocco Acquisition, LLC		
Street Address:	23000 Euclid Avenue		
City:	Euclid		
State/Country:	OHIO		
Postal Code:	44117		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	72238690	AJAX MAGNETHERMIC	
Serial Number:	73062376	JET-FLOW	
Serial Number:	73092013	VERTIPLEX	
Serial Number:	73094233	DYNAPOUR	
Serial Number:	73760597	PACER	
Serial Number:	74350737	MAGNECAN	
Serial Number:	75194014	AJAX MAGNETHERMIC	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.363.9000		
Email:	uspto@faysharpe.com		
Correspondent Name:	Colleen Flynn Goss		
Address Line 1:	Fay Sharpe LLP		
Address Line 2:	1228 Euclid Avenue, 5th Floor		

OP \$190.00 72238690

Address Line 4: Cleveland, OHIO 44115

ATTORNEY DOCKET NUMBER: ATME000052US01

NAME OF SUBMITTER: Colleen Flynn Goss

Signature: /colleenfgoss/

Date: 04/11/2013

Total Attachments: 8  
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TRANSFER STATEMENT  
AND  
SECURED PARTY'S BILL OF SALE

1. This Transfer Statement and Secured Party's Bill of Sale ("this Transfer Statement") is made in consideration of the payments made to Tocco Acquisition, LLC, as Agent and Lender (in its capacity as secured party, "Secured Party") pursuant to the public auction held on this date (the "Auction") conducted on behalf of Secured Party, as secured party under a Security Agreement dated as of September 16, 1998, with Ajax Magnethermic Corporation and American Induction Heating, Inc. (each a "Debtor")

2. Secured Party hereby confirms that it has exercised its post-default remedies with respect to the Lender Secured Assets (defined below) and that by reason of such exercise Tocco Acquisition, LLC (in such capacity as high bidder at the Auction, "Buyer") has acquired, and Secured Party hereby sells and assigns to Buyer, all of each Debtor's right, title and interest, if any, as of the date hereof, to the full extent that such Debtor's right, title or interest therein is transferable under applicable law, in the assets described on Exhibit A attached hereto (collectively, the "Lender Secured Assets").

3. No assets of a Debtor other than the Lender Secured Assets were sold at the Auction or are conveyed hereby.

4. The addresses of Secured Party, each Debtor, and Buyer are:

Secured Party: 23000 Euclid Avenue, Euclid, Ohio 44117

Each Debtor: 1745 Overland Road, Warren, Ohio 44482

Buyer: 23000 Euclid Avenue, Euclid, Ohio 44117.

If Buyer hereafter needs additional documents of conveyance or other instruments of transfer or assignments to carry out the conveyance hereunder, Secured Party agrees, upon Buyer's request, to endeavor to deliver to Buyer such additional documents as are reasonably required, are consistent with the terms hereof and of the Auction, and are within Secured Party's authority.

4. This Bill of Sale is executed and delivered by Secured Party pursuant to the exercise of Secured Party's rights and remedies as a secured party pursuant to Article 9 of the Uniform Commercial Code, as adopted in the State of Ohio. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Ohio and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. THE LENDER SECURED ASSETS ARE CONVEYED "AS IS", "WHERE IS" AND "WHEREVER LOCATED". SECURED PARTY HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LENDER SECURED ASSETS OR THE CONVEYANCE CONTEMPLATED HEREBY.

6. Secured Party hereby affirms Buyer did not purchase or assume any liabilities of either Debtor or the Secured Party.

IN WITNESS WHEREOF, Tocco Acquisition, LLC, as Agent and Lender, has caused this Transfer Statement to be executed and delivered as of the 10th day of September, 2002.

TOCCO ACQUISITION, LLC, as Agent and Lender

By: 

Ronald J. Cozcan, President

EXHIBIT A

To Transfer Statement and Secured Party's Bill of Sale

Dated September 10, 2002

The assets acquired by the Buyer at the Auction were all of each Debtor's right, title or interest in and to all (a) Account Rights, (b) Documents, (c) Inventory, (d) Contract Rights, (e) Equipment, (f) General Intangibles, (g) cash and cash accounts, (h) Intellectual Property, (i) Investment Property and (j) Proceeds (collectively, the "Lender Secured Assets"), including, without limitation, all of either Debtor's right, title and interest in and to the stock, membership interests, equity interests or other interests in JAPAN AJAX MAGNETHERMIC CO. LTD., a joint venture, AJAX MAGNETHERMIC CANADA LIMITED, an Ontario, Canada corporation, and AJAX MAGNETHERMIC EUROPE LIMITED, a limited liability company of England and Wales.

As used herein, the following terms shall have the following meanings:

"Accounts" shall mean any and all right, title and interest of either Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including payments due from affiliates of the Debtors.

"Account Rights" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Contract Rights" shall mean the rights of either Debtor to bill and receive payment for completed work under any and all contracts, agreements or purchase orders.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to either Debtor under any Copyright now or hereafter owned by any third party, and all rights of such Debtor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by either Debtor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"*Documents*" shall mean all instruments, certificates representing shares of capital securities, files, records, ledger sheets and documents covering or relating to any of the Lender Secured Assets.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by either Debtor. The term Equipment shall include Fixtures.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of either Debtor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of either Debtor of every kind and nature (other than Account Rights) now owned or hereafter acquired by either Debtor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights, including (a)

rights under leases, whether entered into as lessor or lessee, (b) rights under hedging agreements, (c) any intercompany payment obligations not evidenced by any instrument, (d) any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by either Debtor or which such Debtor otherwise has the right to license, and all rights of such Debtor under any such agreement, (e) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by either Debtor or which either Debtor otherwise has the right to license, is in existence, and all rights of either Debtor under any such agreement and (f) other agreements (including, without limitation, claims under an escrow agreement with Lectrodryer, LLC dated December 1, 2001 and under a confidentiality agreement with Inductotherm Industries, Inc. dated October 23, 2001), goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to either Debtor to secure payment of any of the Account Rights).

*"Intellectual Property"* shall mean all intangible, intellectual and similar property of either Debtor of every kind and nature now owned or hereafter acquired by either Debtor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Inventory"* shall mean all goods of either Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by either Debtor under contracts of service or consumed in either Debtor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of either Debtor.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of either Debtor, whether now owned or hereafter acquired by either Debtor.

*"License"* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which either Debtor is a party (other than those licenses or license agreements which by their terms prohibit, or as to which applicable law prohibits, assignment or a grant of a security interest by such Debtor).

*"Patent License"* shall mean any written agreement, now or hereafter in effect, granting to either Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of either Debtor under any such agreement.

*"Patents"* shall mean all of the following now owned or hereafter acquired by either Debtor: (a) all letters patent of the United States or any other country, all registrations and recordings- thereof and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and

Trademark Office or any similar offices in any other country, including those listed on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make; use and/or, sell the inventions disclosed or claimed therein.

*"Proceeds"* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Lender Secured Assets, any value received as a consequence of the possession of any Lender Secured Assets and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Lender Secured Assets and shall include (a) any claim of either Debtor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by either Debtor or licensed to either Debtor under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by either Debtor or licensed to a Debtor under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by either Debtor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by either Debtor or licensed to a Debtor under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Lender Secured Assets.

*"Securities"* shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

*"Securities Account"* shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

*"Security Entitlements"* shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

*"Securities Intermediary"* shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

*"Trademark License"* shall mean any written agreement, now or hereafter in effect, granting to either Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of either Debtor under any such agreement.

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*"Trademarks"* shall mean all of the following now owned or hereafter acquired by either Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.



Schedule II (Trademarks)  
 To Exhibit A to Transfer Statement and Secured Party Bill of Sale  
 Dated September 10, 2002

TRADEMARK REGISTRATIONS			
Mark	Country	Registration No.	Registration Date
TT & Design	US	2,275,821	September 7, 1999
LECTRODRYER	US	2,262,823	July 20, 1999
POWER VIEW	US	2,123,629	December 23, 1997
MONOFORGE	US	2,198,954	October 20, 1998
AJAX MAGNETHERMIC & Design	US	2,174,355	July 21, 1998
THE WAY THE WORLD INDUCTS ITS BUSINESS	US	1,912,026	August 15, 1995
AM & Design	US	2,040,989	February 25, 1997
MAGNECAN & Design	US	1,821,997	February 15, 1994
FORGEVIEW	US	1,692,730	June 9, 1992
PACER	US	1,574,492	January 2, 1990
SCANPAK	US	1,552,740	August 22, 1989
RAM & Design	US	1,107,150	November 28, 1978
PHASOR & Design	US	1,229,461	March 8, 1983
DYNAPOUR & Design	US	1,084,512	February 7, 1978
<del>METAL-EAB</del> AIH	US	1,095,856	July 11, 1978
VERTIPLEX & Design	US	1,060,703	March 8, 1977
JET-FLOW	US	1,040,904	June 8, 1976
AM & Deign	US	777,761	September 29, 1964
AJAX MAGNETHERMIC	US	868,337	April 22, 1969
AM & Design	US	810,060	June 21, 1966
MULTIDUCTOR & Design	US	751,723	June 25, 1963
MULTIDUCTOR	US	741,870	December 11, 1962
LECTRODRYER & Design	US	328,856	October 8, 1935
AJAX MAGNETHERMIC & Globe Design	Canada	TMA558671	March 1, 2002
AJAX MAGNETHERMIC	Canada	TMA208294	July 18, 1975
AJAXOMATIC	Canada	TMA142559	November 5, 1965
AM & Design	Canada	TMA556731	January 22, 2002
JET-FLOW	Canada	TMA217267	November 26, 1976
A M & DESIGN	Canada	TMA205089	February 7, 1975
AM & Design	Benelux	105872	December 31, 1971
AJAX MAGNETHERMIC	Benelux	107960	December 31, 1971

AJAX MAGNETHERMIC	Germany	916205	March 18, 1974
AM & Design	Italy	550759	October 16, 1991
AM & Design	Spain	482759M	September 20, 1966
AM & Design	Spain	482758M	September 19, 1966
AJAX MAGNETHERMIC & Design	Spain	482735M	September 19, 1966
AJAX MAGNETHERMIC & Design	Spain	482749M	September 14, 1965
AJAX MAGNETHERMIC	Sweden	159542	May 27, 1977
AJAXOMATIC	Sweden	113373	June 24, 1965
U-D-F	United Kingdom	1031494	June 24, 1974
JET-FLOW M & b Design	United Kingdom	1051935	September 10, 1975
AJAXOMATIC	United Kingdom	847368	April 4, 1963
AM & Design	Community Trademarks	129114	May 11, 1998
TT & Design	Community Trademarks	129056	May 11, 1998
AJAX MAGNETHERMIC CORPORATION & Design	Community Trademarks	129015	May 11, 1998
Miscellaneous Design	Japan	4471240	April 27, 2001
AJAX MAGNETHERMIC	Japan	4481218	June 08, 2001
JET-FLOW & Design	Japan	4121337	March 06, 1998
AJAX MAGNETHERMIC & Design	Japan	0730822	January 24, 1967
AJAX MAGNETHERMIC & Design	Japan	0744899	June 16, 1967