OP \$40.00 2093192

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325832

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
John Maneely Company		10/14/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Michigan Seamless Tube, LLC	
Street Address:	400 McMunn Street	
City:	South Lyon	
State/Country:	MICHIGAN	
Postal Code:	48178	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2093192	BLUE DIAMOND

CORRESPONDENCE DATA

Fax Number: 3053757561

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 305-357-4431

Email: J.kim@optimasteel.com

Correspondent Name: Julia Kim

Address Line 1: 200 S. Biscayne Blvd. Suite 5500

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Julia Kim
SIGNATURE:	/Julia Kim/
DATE SIGNED:	12/11/2014

Total Attachments: 3

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TRADEMARK 900309707 REEL: 005417 FRAME: 0641

TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October 15, 2014 (the "<u>Effective Date</u>"), is entered into by and between the John Maneely Company, a Pennsylvania corporation ("<u>Assignor</u>"), and Michigan Seamless Tube, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to a Purchase and Noncompetition Agreement (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor, among other things, the trademarks listed on Schedule A attached hereto (the "Trademark"); and

WHEREAS, pursuant to the Purchase 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 all of such assets;

WHEREAs, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and acquire the transfer and assignment of, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Trademark Assignment without definition shall have the respective meanings given to them in the Purchase' Agreement.
- 2. <u>Assignment</u>. The Assignor hereby transfers and assigns 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 following:
 - a. All trademark rights, trademark applications, trademark registrations, trade dress, trade names, service marks, word marks, and all registrations therefor and all goodwill associated with the foregoing, of Assignor primarily relating to the Trademark, including but not limited to the items set forth on Schedule A;
 - All copyrights, copyright applications, copyright registrations, and all other rights of Assignor associated with the foregoing and primarily relating to the Trademark; and
 - c. The goodwill of the business symbolized by and related to the Trademarks and the Products.
- Governing Law. Except to the extent that federal law preempts state law with respect
 to the matters covered hereby, this Trademark Assignment shall be governed by and

TRADEMARK REEL: 005417 FRAME: 0642 construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Trademark Assignment as of the date first written above.

JOHN MANEELY COMPANY, a Pennsylvania corporation

By: Mark J Magno

Title: President Wheatland Pipe

State of PA)
County of Bucks)
ss.:

Witness my hand and official seal.

Notary Public

My Commission Expires: W @Q (5

Notarial Seal

Alexandra Weremijenko Notary Public Yardley Borough Bucks County My Commission Expires November 9 2015

TRADEMARK REEL: 005417 FRAME: 0643

SCHEDULE A

TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Classes	Owner
United States	Blue Diamond	2,093,192	9/2/1997	Class 6 for seamless steel	Sharon Tube Company (PA Corp)

TRADEMARK REEL: 005417 FRAME: 0644

RECORDED: 12/11/2014