

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Lawrence Steel Corporation		05/12/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	St. Lawrence Holdings, LLC		
Street Address:	16500 Rockside Road		
City:	Maple Heights		
State/Country:	OHIO		
Postal Code:	44137		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4560142	FLEXITE	
Registration Number:	1971327	SL	
Registration Number:	1966877	ST. LAWRENCE	
Registration Number:	1803049	MICROSTEEL	
Registration Number:	1810443	MAN-CRO	
Registration Number:	1790111	ULTRA-MET	
CORRESPONDENCE DATA			
Fax Number:	4403523469		
<i>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.</i>			
Phone:	440 352 4223		
Email:	sroth@dworkenlaw.com		
Correspondent Name:	Steven Howard Roth, Esq.		
Address Line 1:	60 South Park Place		
Address Line 4:	Painesville, OHIO 44077		
NAME OF SUBMITTER:	Steven Howard Roth		
SIGNATURE:	/Steven Howard Roth/		
DATE SIGNED:	05/23/2017		

OP \$165.00 4560142

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement"), dated the 12th day of May, 2017 ("Effective Date"), is entered into by and between **ST. LAWRENCE STEEL CORPORATION** ("Assignor"), an Ohio corporation, having a mailing address of 2500 Crane Centre Dr., Streetsboro, Ohio 44241, and **ST. LAWRENCE HOLDINGS, LLC** ("Assignee"), an Ohio limited liability company, having a mailing address of 16500 Rockside Rd., Maple Heights, Ohio 44137 (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith, in which Assignee is purchasing substantially all of the assets of Assignor; and

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks registered with the United States Patent and Trademark ("USPTO") Office, as listed in Exhibit "A", attached hereto and incorporated by reference (the "Marks"); and

WHEREAS, Assignor desires to sell, convey, and assign to Assignee and Assignee desires to purchase, receive, and assume from Assignor, the Marks; and

WHEREAS, the Parties intend to memorialize said transaction through the execution of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follow:

1. **ASSIGNMENT.** For value received, Assignor hereby sells, assigns, transfers, and conveys to Assignee, all of its right, title, and interest in and to the Marks, and any and all past, current, and future licenses and revenue streams derived therefrom, free and clear of any and all liens, claims, encumbrances and restrictions of any kind.

2. **APPROVAL.** Assignor warrants that it owns One Hundred Percent (100%) of the Marks, and is authorized to and consents to assignment of the same to Assignee.

3. **ADDITIONAL DOCUMENTATION.** Assignor and Assignee shall, prior to, at and after the Effective Date, execute and deliver to the other any further instruments of conveyance, sale, assignment or transfer as may be necessary to affect the purposes of this Agreement.

4. **MISCELLANEOUS.** This Agreement constitutes the entire understanding among the Parties and supersedes any prior or contemporaneous understanding with respect to the transaction contemplated. If any provision of this Agreement is held illegal or void, the illegality or invalidity does not affect the remaining provisions of this Agreement, but the illegal


or invalid provision is fully severable, and the Agreement is construed and enforced as if that provision had never been inserted. The Parties may only modify this Agreement by a writing signed by both Parties. If the Parties execute this Agreement in several counterparts, each counterpart is an original, but together constitute one and the same document. The paragraph headings used in this Agreement are for convenience and reference purposes only and do not add to, limit, or in any manner affect the subject matter. All Exhibits attached to this Agreement are a part of the Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

ST. LAWRENCE STEEL CORPORATION,
an Ohio corporation

By: 
Vija Beechler

Its: CEO

Date: May 12, 2017

ASSIGNEE:

ST. LAWRENCE HOLDINGS, LLC,
an Ohio limited liability company

By: _____
Herbert C. Neides

Its: Manager

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

ST. LAWRENCE STEEL CORPORATION,
an Ohio corporation


By: _____
Viia Beechler

Its: CEO _____

Date: _____

ASSIGNEE:

ST. LAWRENCE HOLDINGS, LLC,
an Ohio limited liability company


By:  _____, MANAGER
Herbert C. Neides

Its: Manager _____

Date: _____

EXHIBIT A

USPTO Trademarks

Serial Number	Registration Number	Description/Mark
86122845	4560142	FLEXITE
74672742	1971327	
74672740	1966877	ST. LAWRENCE
74310040	1803049	MICROSTEEL
74310038	1810443	MAN-CRO
74195619	1790111	ULTRA-MET

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