

01-31-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



101966395

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hoskins Manufacturing Company
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Michigan
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Concept Alloys, L.L.C.
Internal
Address:
Street Address: 31731 Northwestern Hwy. Farmington
City: Hills State: MI Zip: 48334
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[X] Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 12/18/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached [] Yes [X] No

0272864
B. Trademark Registration No.(s) 0326818
2172425; 0646351
1946446; 2172424; 0649621
0762338

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Holly B. Safronoff, Esq.
Internal Address: Evans & Luptak, P.L.C.
Street Address: 535 Griswold Street
Suite 2500
City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Holly B. Safronoff
Name of Person Signing
Signature
12/28/01
Date
Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Handwritten notes and stamps: 01/30/2002, 01 40:48, 12 40:48, 40.00, 179.00

TRADEMARK REEL: 002433 FRAME: 0542

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

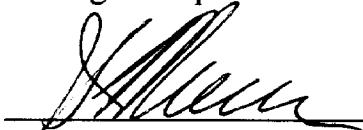
This Assignment is made this 18th day of December, 2001. Pursuant to a Purchase Agreement of even date herewith between **HOSKINS MANUFACTURING COMPANY**, a Michigan corporation, whose address is 10776 Hall Road, Hamburg, Michigan 48139, hereinafter referred to as "Assignor" and **CONCEPT ALLOYS, L.L.C.**, a Michigan limited liability company, whose address is 31731 Northwestern Highway, Farmington Hills, Michigan 48334, hereinafter referred to as "Assignee", the undersigned Assignor does hereby assign, transfer, and convey all of its right, title and interest in and to all common law trademarks and service marks, registration applications for trademarks and service marks both domestic and foreign, all registered trademarks and service marks both domestic and foreign, all registrations therefor, and all licenses therefor (and all future income therefrom) owned by Assignor or in which Assignor has an interest, including, but not limited to the registered United States trademarks and service marks listed on the attached Exhibit "A", and the foreign trademarks and service marks listed on attached Exhibit "B", together with the goodwill of the business in connection with which such marks are used, to Assignee. The same shall be held and enjoyed by the Assignee for its own use, and for its legal representatives and assigns, to the full end of the term for which each of the above referenced trademarks and service marks or any reissues, renewals, or extensions thereof are or may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. Assignor makes this agreement free and clear of all liens, encumbrances or interests whatsoever, except for the lien of Comerica Bank as provided in a certain forbearance agreement and other documents executed of even date herewith. Except for the lien detailed in the immediately preceding sentence, Assignee neither assumes nor takes this assignment subject to any debt, claim or interest of Assignor.

Assignor hereby appoints Assignee as Assignor's agent and attorney-in-fact with full power and authority to sign whatever documents, certificates or filings and to do or perform any and all acts necessary or expedient to effectuate the Assignment contemplated hereunder. The foregoing power of attorney includes the power of substitution, is durable, coupled with an interest, and irrevocable.

IN WITNESS WHEREOF, Assignor hereby executes this Assignment of Trademarks/Service Marks.

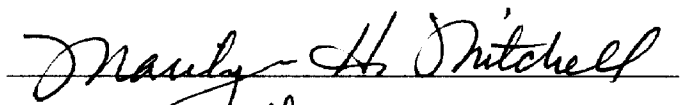
ASSIGNOR:

HOSKINS MANUFACTURING COMPANY, a Michigan corporation


James Musser, President

STATE OF MICHIGAN)
COUNTY OF Wayne)SS

Subscribed and sworn to before me this 18th day of December, 2001

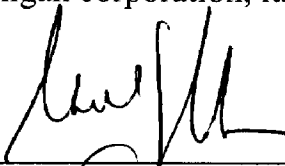

Notary Public, Wayne County, Michigan
My commission expires: _____

MARILYN H MITCHELL
Notary Public, Wayne County, MI
My Commission Expires Dec. 11, 2002

Assignee hereby accepts the foregoing Assignment of Trademark/Service Marks

ASSIGNEE:

CONCEPT ALLOYS, L.L.C., a Michigan limited liability company, by LMP GROUP LIMITED PARTNERSHIP, a Michigan limited partnership, its Member, by JDL ASSOCIATES, INC., a Michigan corporation, its General Partner



Michael J. Mehr, Secretary-Treasurer

STATE OF MICHIGAN)
COUNTY OF Wayne)SS

Subscribed and sworn to before me
this 18th day of December, 2001



Notary Public, Wayne County, Michigan
My commission expires: 6/29/04

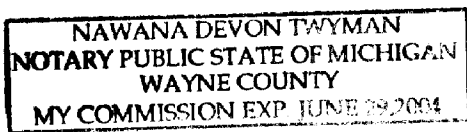


EXHIBIT "A"
To Assignment of Trademarks/Service Marks
Hoskins Manufacturing Company

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
0272864	07/15/30	Arcos
0326818	08/06/35	Chromel
0646351	06/04/57	Copel
0649621	08/06/57	Alumel
0762338	12/31/63	Flag-Tag
1946446	01/09/96	Hoskins 2300
2172424	07/14/98	Hoskins Manufacturing Company
2172425	07/14/98	Hoskins Manufacturing Company

EXHIBIT "B"
To Assignment of Trademarks/Service Marks
Hoskins Manufacturing Company

FOREIGN TRADEMARKS

TRADEMARK: HOSKINS 2300
 (Based on U.S. Serial No. 550,621)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
Australia	646,485	04/08/97	10 years	11/21/04
Benelux	573,552	04/01/96	10 years	11/18/04
Canada	469,909	01/28/97	15 years	01/28/12
China	1,063,264	07/28/97	10 years	07/28/07
France	94/549962	12/20/94	10 years	12/20/04
Germany	39404962	08/16/95	10 years	12/03/04
Great Britain	2,004,833	12/15/95	10 years	12/16/04
India	646,757 filed 11/25/94		PENDING	

TRADEMARK: HOSKINS 2300 (Cont.)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
Italy	691,067	10/21/96	10 years	12/19/04
Japan	3,317,710	05/30/97	10 years	05/30/07
Korea	335,463	03/19/96	10 years	03/19/06
Mexico	488,878	04/25/95	10 years	01/18/05

TRADEMARK: ALUMEL
(Based on U.S. Registration No. 649,621)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
Australia - 6	A127,929	---	14 years	06/06/08
Benelux - 6	94	---	10 years	01/04/06
Canada	106,378	---	15 years	04/18/02
France - 6	1,697,531	---	10 years	10/07/11
Germany	930,241	---	10 years	05/20/04
Gr. Britain - 5	384,085	---	14 years	06/25/02
India - 6	298,790	---	7 years	08/29/02
Italy - 6	334,539	---	10 years	06/04/06
Japan - 6	1,502,990	---	10 years [Renewal Pending]	02/26/02
Mexico - 9	85,886	---	10 years	06/08/11

TRADEMARK: ALUMEL (Cont.)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
New Zealand - 6	109,453	08/27/75	14 years	08/27/09
Norway - 9	51,213	05/30/66	10 years	05/30/06
Switzerland - 6	284,133	06/16/56	20 years	06/16/06
Taiwan - 95	83,763	09/20/76	10 years	07/31/06
Taiwan - 9	771,849	09/16/97	10 years	07/31/06
Turkey	82,493	09/11/74	ABANDONED	
Uruguay - 6	283,122	04/21/86	10 years	04/21/06
Venezuela - 14	81.319-F	---	15 years	03/16/06

TRADEMARK: CHROMEL
(Based on U.S. Registration No. 326,818)

<u>COUNTRY/CLASS</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
Australia - 6	486,455	03/20/67	14 years [Renewal Pending]	03/21/02
Benelux - 6	372	---	10 years	01/04/06
Brazil - 9	60240	02/25/58	10 years	02/24/08
Canada	100/23923	---	15 years	10/16/13
Chile - 6&9	329,172	---	10 years	07/14/08
France - 6&9	1,299,140	---	10 years	02/12/05
Germany	930,242	---	10 years	05/20/04
Gr. Britain - 8	385,155	---	14 years	09/11/02
India - 9	120,297	03/25/75	7 years	03/25/03
Italy - 6&9	662,516	11/26/76	10 years	11/16/03

Hoskins Manufacturing Company
Foreign Trademarks

<u>TRADEMARK:</u>	<u>CHROMEL (Cont.)</u>	<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
<u>COUNTRY/CLASS</u>					
Japan - 6		229,255	---	10 years	10/22/11
Mexico - 9		41,131	06/14/85	10 years	06/14/05
New Zealand - 9		42,721	---	14 years	03/14/09
Norway - 9		75,015	08/23/68	10 years	08/23/08
Spain - 9		1,691,653	---	10 years [Renewal Pending]	03/20/02
Switzerland - 6&9		383,787	06/18/70	20 years	03/28/10
Taiwan - 95		83,764	09/20/76	10 years	07/31/06
Taiwan - 9		775,545	10/16/97	10 years	09/15/07
Turkey		92,252	07/11/61	10 years	07/11/06
Uruguay - 9		264,749	02/03/94	10 years	10/14/03
Venezuela - 21		97-025-F	---	15 years [Renewal Pending]	02/02/96

TRADEMARK:	HOSKINS				
<u>COUNTRY/CLASS</u>		<u>REG. NO.</u> (Ser. No.)	<u>REG. DATE</u>	<u>TERM</u>	<u>EXPIRES</u>
Germany		930,243	04/18/75	10 years	05/20/04