

07-09-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):
MSC Pinole Point Steel, Inc.

 Individuals Association
 General Partnership Limited Partnership

x Corporation - Delaware *7.2.02*
 Other
Additional name(s) of conveying party(ies) attached? x Yes No

2. Name and address of receiving party(ies):
Name: Steelscape, Inc.
Internal Address: _____
Street Address: 222 West Kalam a River Road
City: Kalama State: Washington Zip Code: 98625

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
x Corporation- California
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

x Assignment Merger
 Security Interest Change of Name
 Other
Execution Date: May 31, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

0781952
Additional numbers attached? Yes x No

Trademark Registration No.(s)

Additional numbers attached? Yes x No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
x Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-1705 (in case of deficiency)
(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.

Helen Bruno *[Signature]* July 2, 2002
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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Additional Name of Conveying Party

MSC Pre Finish Metals (PP) Inc., a Delaware corporation

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of May 31, 2002 by and among MSC PINOLE POINT STEEL, INC., a Delaware corporation, MSC PRE FINISH METALS (PP) INC., a Delaware corporation (together, the "Assignors"), and STEELSCAPE, INC., a California corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 31, 2002; and

WHEREAS, pursuant to the Purchase Agreement, Assignors are desirous of assigning to Assignee, and Assignee is desirous of acquiring from Assignors, all of Assignor's right, title and interest in, to and under the trademarks and trademark applications set forth in the attached Schedule A ("Trademarks") and all other Purchased IP Assets (as such term is defined in the Purchase Agreement).

NOW, THEREFORE, as a condition precedent to the consummation of the transactions contemplated under the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under the Trademarks and all other Purchased IP Assets, together with the goodwill of the business symbolized by the Trademarks and the Purchased IP Assets, and, as applicable, the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to Assignors, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world.

AND ASSIGNORS HEREBY authorize and request the Commissioner of the United States Patent and Trademark Office, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS HEREBY further covenant and agree that Assignors will, at Assignee's expense, communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignors respecting the Trademarks and the Purchased IP Assets, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonable to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks and the Purchased IP Assets.

AND ASSIGNEE acknowledges and agrees that, except as set forth in the Purchase Agreement, Assignors make no representations or warranties whatsoever regarding the Trademarks, the Purchased IP Assets or this Assignment.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed by their duly authorized officers as of the date first set forth above.

MSC PINOLE POINT STEEL INC.

By: 

Name: James J. Waclawik, Sr.
Title: Vice President and CFO

MSC PRE FINISH METALS (PP) INC.

By: 

Name: James J. Waclawik, Sr.
Title: Vice President and CFO

STEELSCAPE, INC.

By: _____

Name: Santiago Clariond Reyes
Title: Representative

-Signature Page-
Intellectual Property
Assignment

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REEL: 002540 FRAME: 0470

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed by their duly authorized officers as of the date first set forth above.

MSC PINOLE POINT STEEL INC.

By: _____

Name: James J. Waclawik, Sr.

Title: Vice President and CFO

MSC PRE FINISH METALS (PP) INC.

By: _____

Name: James J. Waclawik, Sr.

Title: Vice President and CFO

STEELSCAPE, INC.

By: _____

Name: Santiago Clarion Reyes

Title: Representative

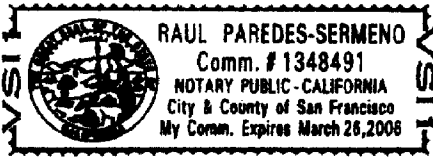
-Signature Page-
Intellectual Property
Assignment

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STATE OF California)
COUNTY OF San Francisco)ss:

On this 31st day of May 2002, Raul Paredes Sermeno, before me the undersigned, a Notary Public for the County of San Francisco, personally appeared James J. Jaeger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Raul Paredes Sermeno
Signature of Notary