

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert W. Martin		06/01/2004	INDIVIDUAL:
R. Martin Consulting		06/01/2004	d/b/a of Robert W. Martin:
Roy H. Whipp		06/01/2004	INDIVIDUAL:
Scrap OptiMiser Associates		06/01/2004	jointly and severally d/b/a of Robert W. Martin and Roy H. Whipp:
Whipp Technology, Inc.		06/01/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	TUBE CITY, LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78423469	SCRAP OPTIMISER

CORRESPONDENCE DATA	
Fax Number:	(412)288-3063 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	412-288-3233
Email:	ptoipinbox@reedsmith.com
Correspondent Name:	Jody L. Burtner, Senior Paralegal
Address Line 1:	P.O. Box 488
Address Line 2:	Reed Smith LLP
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	193062.20002.135478423469
-------------------------	---------------------------

OP \$40.00 78423469

NAME OF SUBMITTER:

Jody L. Burtner, Senior Paralegal

Total Attachments: 4

source=04313usassign#page1.tif

source=04313usassign#page2.tif

source=04313usassign#page3.tif

source=04313usassign#page4.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY-
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

This Assignment, effective this 1st day of June 2004, is by and among **Robert W. Martin, d/b/a, R. Martin Consulting**, an individual residing at 3206 Oak Lane, Rock Falls, Illinois 61071 ("MARTIN") and **Roy H. Whipp**, an individual residing at 116 Butler Street, Windermere, Florida 34786, jointly and severally doing business as "Scrap OptiMiser Associates" and **Whipp Technology, Inc.**, a Florida corporation having a place of business at 116 Butler Street, Windermere, Florida 34786 (all hereinafter referred to as "**ASSIGNOR**") and **TUBE CITY, LLC**, a Delaware limited liability company, having a place of business at 12 Monongahela Avenue, Glassport, Pennsylvania 15045 (hereinafter referred to as "**ASSIGNEE**").

WHEREAS, **ASSIGNOR** and **ASSIGNEE** have entered into an Asset Purchase Agreement dated June 1, 2004 (the "Agreement") pertaining to the sale and purchase of certain assets and liabilities of **ASSIGNOR**, including Intellectual Property relating to the Software Business (as "Intellectual Property" and "Software Business" are defined in the Agreement); and including the trademarks, service marks and/or tradenames described in Schedule A attached hereto and made a part hereof (the "Marks");

WHEREAS, **ASSIGNOR** has adopted and used the Marks; and

WHEREAS, **ASSIGNOR** has agreed, *inter alia*, to assign, and **ASSIGNEE** has agreed, *inter alia*, to acquire **ASSIGNOR**'s entire right, title and interest in, to and under the Marks as set forth in the attached Schedule A or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR** hereby sells, assigns, transfers and conveys to **ASSIGNEE**, its successors, assigns and legal representatives, **ASSIGNOR**'s entire right, title, and interest in and to the Marks as set forth in Schedule

**ASSIGNMENT OF INTELLECTUAL PROPERTY -
COPYRIGHT AND OTHER PROPRIETARY RIGHTS**

A attached hereto and to any and all applications for registration and registrations therefor, together with the goodwill of **ASSIGNOR's** business associated with the Marks, and any common law rights, together with all claims by **ASSIGNOR** for damages or other relief, both at law and at equity, by reason of past infringement of said Marks, with the right to sue for and collect the same for **ASSIGNEE's** own use.

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to **ASSIGNEE** or the representatives thereof any facts known to it respecting the Marks, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said **ASSIGNEE** or by counsel for **ASSIGNEE**, to assist or enable said **ASSIGNEE** to obtain and enforce full benefits of ownership of the Marks and from the rights and interests herein assigned. **ASSIGNOR** additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned Marks, as required by **ASSIGNEE** in the future.

ASSIGNOR of the Marks hereby agrees to waive all rights and privileges to attack any registration or application therefor of any of the Marks which **ASSIGNOR** has assigned, as against anyone claiming a right under any or all of the Marks under **ASSIGNOR's** assignment or grant.

ASSIGNOR HEREBY COVENANTS that upon the reasonable request of **ASSIGNEE**, **ASSIGNOR** agrees to execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of such Marks to **ASSIGNEE**. Any and all reasonable expenses incurred by **ASSIGNOR** in connection with its obligations under this paragraph, including reasonable attorneys fees, shall be paid by the **ASSIGNEE** (or its assigns) provided, however, that **ASSIGNOR** has obtained the prior written consent of **ASSIGNEE** (or its successors or assigns) to incur the expense for which **ASSIGNOR** seeks payment.

**ASSIGNMENT OF INTELLECTUAL PROPERTY -
COPYRIGHT AND OTHER PROPRIETARY RIGHTS**

ASSIGNEE hereby confirms, agrees to and accepts this
Assignment the Marks.

ROY H. WHIPP

Roy H. Whipp
Roy H. Whipp

6/25/04
Dated

TUBE CITY, LLC

By: Thomas G. [Signature]
Name

Title

Dated

ROBERT W. MARTIN

Robert W. Martin
Robert W. Martin

6/25/04
Dated

SCRAP OPTIMISER ASSOCIATES

By: Robert W. Martin
Robert W. Martin

6/25/04
Dated

WHIPP TECHNOLOGY INC.

Roy H. Whipp
Roy H. Whipp

President
Title

6/25/04
Dated

By: Roy H. Whipp
Roy H. Whipp

6/25/04
Dated

SCHEDULE A

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE	STATUS	GOODS	RECORDED OWNER
SCRAP OPTIMISER AND DESIGN	78/423469	MAY 23, 2004	PENDING	COMPUTER PROGRAM	SCRAP OPTIMISER ASSOCIATES, ROBERT MARTIN, SOLE PROPRIETOR

REGISTERED FEDERAL TRADEMARKS

NONE

REGISTERED STATE TRADEMARKS

NONE

UNREGISTERED MARKS AND TRADE NAMES

Any and all common law rights in trademarks, service marks and trade names used in conjunction with the Software Business including, without limitation the "Scrap Optimiser and design", "Scrap Optimiser", "Optimiser", and Optimiser marks, all for Computer Software and/or Computer Software sales and service.