

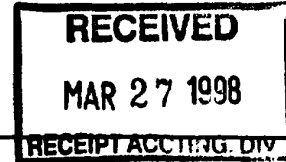
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Union National Bank
of Pittsburgh

2. Name and address of receiving party(ies):
Name: Clad Metals, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Address:
424 Morganza Road
RD No. 2
Canonsburg, PA 15317

Execution Date: March 23, 1998

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 424/1515
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See attached Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lauren E. Passmore, Esq.

6. Total number of applications and patents involved: 6

Address: Duval & Stachenfeld LLP
405 Lexington Avenue
32nd Floor
New York, NY 10174

7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Rosalind Rodburg
Name of Person Signing

Rosalind Rodburg 3/26/98
Signature Date

PATENT

REEL: 914 FRAME: 0453

EXHIBIT A**U.S. PATENTS:**

<u>Title</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Multiple Clad Metal Products and Methods of Making the Same	4,246,045	1/20/81
Multiple Member Clad Metal Products	4,167,606	9/11/79
Clad Metal Product of Cu, Al and Stainless Steel	4,103,076	7/25/78
Cookware Fabricated from Composites of Copper, Aluminum and Stainless Steel	4,004,892	1/25/77
Method of Making Multiple Member Composite Metal Products	4,167,606	4/27/76
Induction cooking utensils	4,646,935	3/3/87

EXHIBIT A

ASSIGNMENT OF PATENTS

WHEREAS, CLAD METALS, INC., a Pennsylvania corporation having its principal place of business at Canonsburg, Pennsylvania 15317 (hereinafter "CLAD METALS"), had granted, assigned, and conveyed the entire right, title, and interest in certain Letters Patents of the United States to THE UNION NATIONAL BANK OF PITTSBURGH (hereinafter "UNION NATIONAL") in a Patent Collateral Assignment Agreement dated February 5, 1987 (hereinafter "Assignment Agreement") and recorded at the U.S. Patent and Trademark Office at Reel 4681, Frame 985, as security for satisfaction of certain Notes;

WHEREAS, NATIONAL CITY BANK OF PENNSYLVANIA (hereinafter "NATIONAL CITY") has become the successor to THE UNION NATIONAL BANK OF PITTSBURGH with regard to the benefits and burdens of the Assignment Agreement as contemplated under Article 17 of the Assignment Agreement;

WHEREAS, CLAD METALS has satisfied in full the Notes delivered to UNION NATIONAL under the Assignment Agreement and has no other obligations to UNION NATIONAL and NATIONAL CITY; and

WHEREAS, Article 9 of the Assignment Agreement required UNION NATIONAL, now NATIONAL CITY as successor, to "promptly execute and deliver to [CLAD METALS] all deeds, assignments and other instruments as may be necessary or proper to re-vest in [CLAD METALS] full right, title, and interest to the Patents";

NOW, THEREFORE, intending to be legally bound, NATIONAL CITY HEREBY CONVEYS to CLAD METALS all of its right, title and interest in and to the Letters Patents, including without limitation all proceeds thereof (such as, by way of example, license royalties and net proceeds of infringement suits), the right to sue and any and all causes of action for past, present and future infringement thereof, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, described in Exhibit A attached hereto and made a part hereof.

NATIONAL CITY ALSO HEREBY CONVEYS all of its right, title and interest in and to the Letters Patents and Patent Applications, including without limitation all proceeds thereof (such as, by way of example, license royalties and net proceeds of infringement suits), the right to sue and any and all causes of action for past, present and future infringement thereof, all rights corresponding thereto


DONALD W. GIBSON
MARCH 11, 1998 8:47 AM

throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, that CLAD METALS may have or may have been obligated to have granted, conveyed or assigned all of its right, title, and interest in to UNION NATIONAL and its successors under Article 4 of, or any other provision of, the Assignment Agreement or any other agreement between UNION NATIONAL and its successors and CLAD METALS.

NATIONAL CITY HEREBY COVENANTS that no assignment, sale, agreement or encumbrance has been entered into by it or its predecessors which would conflict with this assignment and sale.

WITNESS the due execution hereof as of the 23rd day of March, 1998.

NATIONAL CITY BANK OF PENNSYLVANIA

By: 
Name: Clay S. Brownell
Title: Commercial Lending Officer

Sworn to and subscribed before me this ___ day of March, 1998

Notary Public