

10/7/02

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Form PTO-1595

(Rev. 03/01)

RECOR



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

OMB No. 0651-0027 (exp. 5/31/2002)

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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).

GS Technologies, LLC
7000 Roberts
Kansas City, MO 64125Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 8, 2002

2. Name and address of receiving party(ies)

Name: Georgetown Steel Corporation

Internal Address: _____

Street Address: 420 Hazard Street

City: Georgetown State: SC Zip: 29440

Additional name(s) & address(es) attached? ☐ Yes ☒ NoOFFICE OF PUBLIC RECORDS
2002 OCT -7 AM 9:17
FINANCE SECTION

4. Application number(s) or patent number(s):

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) 5,462,613

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven D. Thomas

Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street,

Suite 800

City: Durham State: NC Zip: 27705

6. Total number of applications and patents involved: 01

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas
Name of Person Signing
SignatureOctober 7, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 4

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

10/11/2002 BTOM11 00000053 5462613

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PATENT
REEL: 013362 FRAME: 0630

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of May 8, 2002, is made and entered into by and between GS Technologies, LLC, a Delaware limited liability company and successor by conversion of GS Technologies Corporation, a Delaware corporation ("Assignor"), and Georgetown Steel Corporation, a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated January 25, 2002 (the "Stock Purchase Agreement"; all capitalized terms used but not otherwise defined herein shall have their respective meanings given to such terms in the Stock Purchase Agreement), by and among GS Industries, Inc. ("GSI"), GS Holdings, Inc. (together with GSI, "Sellers"), Anglo South American Investments Limited ("Buyer") and Anglo American International S.A., Buyer will acquire all equity interest and control of Assignor following Assignor's transfer into the British Virgin Islands, which transfer and acquisition of equity interest will occur on or about May 22, 2002;

WHEREAS, Sellers and Buyer agreed that, prior to Closing of the above transaction, GSI would cause Assignor to transfer to one or more members of the Retained Group all of Assignor's right, title and interest in and to its Non-Business Assets, which Non-Business Assets include the Intellectual Property Rights listed on Schedule A hereto (hereafter, the "Transferred GSC Intellectual Property Rights").

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Stock Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Transferred GSC Intellectual Property Rights listed on Schedule A attached hereto, together with the goodwill associated with the trademarks listed thereon and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred GSC Intellectual Property Rights to Assignee.

3. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any all actions that may be necessary or desirable to

perfect the assignment, conveyance and transfer of the Transferred GSC Intellectual Property hereunder.


4. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


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

GS TECHNOLOGIES, LLC

Successor by Conversion of GS Technologies Corporation

By: 
Name: Tobin Pospisil
Title: Vice President

GEORGETOWN STEEL CORPORATION

By: 
Name: Mark G. Essig
Title: Chairman

SCHEDULE A

TRANSFERRED GSC INTELLECTUAL PROPERTY RIGHTS

U. S. Patents

1. Patent No. 5,462,613 issued October 31, 1995 (Method and Apparatus for Producing Steel Rods)
2. Patent No. 4,338,807, issued July 13, 1982 (Method for Producing Improved Serrated Flats Used in the Manufacturing of Grating)

Foreign Patent Applications

1. Canadian Patent Application No. 2151350 (Method and Apparatus for Producing Steel Rods)
2. Mexican Patent Application No. 952551 (Method and Apparatus for Producing Steel Rods)

U. S. Trademark Registration

1. Melt-to-Tensile™, Trademark No. 1,924,427, issued October 3, 1995

Foreign Trademark Registrations

1. Melt-to-Tensile™, Canadian Trademark No. 472801, issued March 18, 1997
2. Melt-to-Tensile™, Mexican Trademark No. 489274, issued April 26, 1995