

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dofasco Tubular Products Corporation	04/28/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Copperweld Bimetallics LLC
<b>Street Address:</b>	254 Cotton Mill Road
<b>City:</b>	Fayetteville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37334
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4819858
Patent Number:	4759486
Patent Number:	5236628
Patent Number:	5316507
Application Number:	10447365
Application Number:	10094669
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)394-2555
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	412-394-2406
<b>Email:</b>	kburns@thorpreed.com
<b>Correspondent Name:</b>	Kimberly W. Burns
<b>Address Line 1:</b>	Thorp Reed & Armstrong, 301 Grant Street
<b>Address Line 2:</b>	14th Floor
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219-1425
<b>ATTORNEY DOCKET NUMBER:</b>	018164.091064

CH \$240.00 4819858

**PATENT**

NAME OF SUBMITTER:

Jenifer S. Tarasi

Total Attachments: 6

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), effective as of this 28th day of April, 2006 ("Effective Date"), is from Dofasco Tubular Products Corporation, a Delaware corporation ("Assignor") to Copperweld Bimetallics LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Membership Interest Purchase Agreement dated April 28, 2006 (the "Purchase Agreement"); and

WHEREAS, Assignor owns the entire right, title and interest in and to the inventions, issued patent(s) and pending patent application(s) listed on Exhibit A, together with any patent(s) that may issue therefrom (collectively, the "Assigned Patents"); and

WHEREAS, Assignor is assigning to Assignee the entire right, title and interest in and to the Assigned Patents pursuant to the Purchase Agreement, and the Purchase Agreement requires the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Assigned Patents, for the United States and for all foreign countries, including, without limitation, any divisions, continuations, continuations in part, reissues, renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, and the end of the term or terms for which the Assigned Patents are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity) and the right to use, counterclaim, and recover for past, present and future infringement, or unauthorized use of the rights assigned or to be assigned under this Assignment free and clear of all encumbrances.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Assignor hereby authorizes Assignee to record this Assignment or such further assignment documents as may be required with the United States Patent and Trademark Office and/or the applicable foreign authorities with respect to the Assigned Patents.
4. If any term or provision of this Agreement is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Patents are owned by Assignee, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.

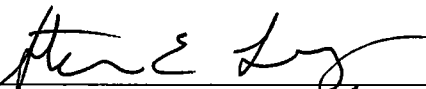
- 5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 6. Assignor will execute such additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Patents set forth herein, and to vest in Assignee all right, title and interest in and to the Assigned Patents.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the inventions, patents and applications and legal equivalents as may be known and accessible to Assignor and will execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain and issue said patents and applications which may be necessary or desirable to carry out the purposes therefor promptly upon presentation of same.

- 7. This Assignment may be executed in one or more 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, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

COPPERWELD BIMETALLICS LLC

Per:   
 Name: STEVEN E LEVY  
 Title: PRESIDENT  
 I have authority to bind the Corporation

DOFASCO TUBULAR PRODUCTS CORPORATION

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 I have authority to bind the Corporation

5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

6. Assignor will execute such additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Patents set forth herein, and to vest in Assignee all right, title and interest in and to the Assigned Patents.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the inventions, patents and applications and legal equivalents as may be known and accessible to Assignor and will execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain and issue said patents and applications which may be necessary or desirable to carry out the purposes therefor promptly upon presentation of same.

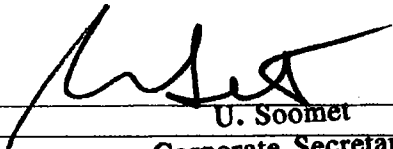
7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

COPPERWELD BIMETALLICS LLC

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I have authority to bind the Corporation

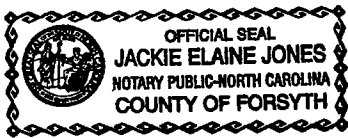
DOFASCO TUBULAR PRODUCTS CORPORATION

Per:  \_\_\_\_\_  
Name: **U. Soomet**  
Title: **Corporate Secretary**  
I have authority to bind the Corporation

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF FORSYTH ) ss:

On the 24<sup>th</sup> day of April, 2006, before me, personally appeared Steven Elav, 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/she executed the same in his/her authorized capacity, and that by his/her 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.



Jackie Elaine Jones  
Notary Public  
My Commission Expires: 3/2/2008

(NOTARIAL SEAL)

PROVINCE OF ONTARIO )  
 )  
TO WIT: ) ss:

On the \_\_\_ day of \_\_\_\_\_, 2006, before me, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(NOTARIAL SEAL)

STATE OF TENNESSEE )  
 )  
COUNTY OF LINCOLN ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

\_\_\_\_\_  
Notary Public

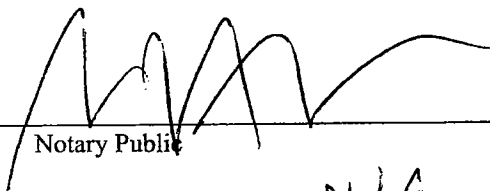
My Commission Expires:

(NOTARIAL SEAL)

PROVINCE OF ONTARIO )  
 )  
TO WIT: ) ss:

On the 27<sup>th</sup> day of April, 2006, before me, personally appeared U. Soanet, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: N/A

(NOTARIAL SEAL)

## EXHIBIT A

**U.S. Patents/Applications**

<b>TITLE</b>	<b>PATENT NO./ SERIAL NO.</b>
Method of cladding a steel core rod with another metal core with aluminum	4,819,858
Controlled environment chamber for use in cladding a nonaluminum	4,759,486
Noble metal and solid-phase lubricant composition and electronically conductive interconnector	5,236,628
Noble metal and solid-phase lubricant composition and electronically conductive interconnector	5,316,507
Copper clad aluminum strips and process for making	10/447,365
Copper clad aluminum strips and process for making	10/094,669

**Foreign Patents/Applications**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>
Copper clad aluminum strips and a process for making copper clad aluminum strips	European Patent Office	03 076 144.9
Roll forming of metal articles	Brazil	P18606789-3