

05-10-2006



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

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

SMS Demag, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2006

- ☒ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Donald P. Lorento

Internal Address: _____

Street Address: 5 Genereaux Place

City: London

State: Ontario

Country: Canada

Zip: N5X 4G1

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,716,510

Additional numbers attached? ☐ Yes ☒ No

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

Name: Clifford A. Poff

Internal Address: _____

Street Address: 9800B McKnight Road, Suite 115

City: Pittsburgh

State: PA Zip: 15237

Phone Number: 412-366-6200

Fax Number: 412-366-8203

Email Address: clifford@cliffordpoff.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Clifford A. Poff
Signature

May 1, 2006

Date

Clifford A. Poff
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017858 FRAME: 0342

ASSIGNMENT

WHEREAS, SMS Schloemann-Siemag, Inc. a Pennsylvania corporation pursuant to the General Corporation Law of the State of Delaware and the Business Corporation Law of the Commonwealth of Pennsylvania entered into a Agreement of Merger dated November 8, 1999, Exhibit A attached hereto, provided inter ally for the name of the surviving corporation shall be immediately changed to SMS Demag Inc.

WHEREAS, SMS Demag, Inc. (hereinafter "ASSIGNOR") is the beneficial owner by virtue of the aforesaid agreement of merger of the entire right, title and interest in United States Letters Patent No. 5,716,510, Issued February 10, 1998, on a Patent Application Filed on October 4, 1995, Serial No. 08/538,624, and is entitled Method of Making a Continuous Casting Mold, and a corresponding Canadian Letters Patent No. 2,233,703, Issued December 10, 2002 (hereinafter "United States and Canadian Letters Patent");

WHEREAS, Donald P. Lorento (hereinafter "ASSIGNEE") an individual residing at 5 Genereaux Place, London, Ontario Canada N5X 4G1 is desirous of acquiring the entire right, title and interest in, to and under the same United States and Canadian Letters Patent;


NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar to ASSIGNOR in hand paid by the said ASSIGNEE and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the said ASSIGNEE, the United States Letters Patent aforesaid and the inventions covered thereby, any patent subject to Reexamination proceedings, and any and all reissues of Letters Patent thereof, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE its successors, assigns or other legal representatives, for its own use in behoof, and for the use and behoof of its successor, assigns or legal representatives, to the end of the term or

terms for which said United States Letters Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by said ASSIGNEE had this assignment and sale not been made; together with all claims for profits and damages by reason of past infringement of said United States Letters Patent by any party or parties, with the right to sue for and collect the same for its use and behoof and for the use and behoof of its successors, assigns or other legal representatives.

Covenant with said ASSIGNEE, its successors, assigns and legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

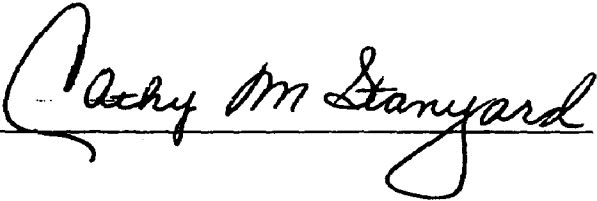
IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets his hand and seal.

SMS DEMAG INC.

By: 
Peter Fernie, Vice President

Date 5/1/06

ATTEST:

By: 

Date 5-1-06

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated November 8th, 1999 is entered into between Mannesmann Demag Corporation, a Delaware corporation, and SMS Schloemann-Siemag, Inc., a Pennsylvania corporation.

1. Effective upon the filing of Articles of Merger with the Department of State Corporation Bureau in the Commonwealth of Pennsylvania (the "Effective Time"), Mannesmann Demag Corporation, a Delaware corporation ("MDC"), shall be merged with and into SMS Schloemann-Siemag, Inc., a Pennsylvania corporation ("SMS"), pursuant to the General Corporation Law of the State of Delaware and the Business Corporation Law of the Commonwealth of Pennsylvania, thereby transferring to SMS all of the assets of MDC, subject, however, to all of its liabilities.

2. The issued and outstanding shares of capital stock of MDC shall not be converted or exchanged but shall be surrendered and cancelled, and (except as provided in the next succeeding sentence) no shares of capital stock of SMS shall be issued in exchange therefor. In connection with and in consideration of the merger, SMS shall issue fifty (50) additional fully paid and non-assessable shares of its authorized Common Stock, \$1.00 par value, to its parent, SMS Demag AG (which acted, prior to its corporate name change to SMS Demag AG on September 2, 1999, under the corporate name SMS Schloemann-Siemag AG).

3. The Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of SMS immediately prior to the Effective Time of the merger, except that: the name of the surviving corporation shall be changed immediately following the Effective Time to "SMS Demag Inc." The By-laws of the surviving corporation shall be the By-laws of SMS immediately prior to Effective Time of the merger and the Board of Directors and Officers of the surviving corporation shall be the Directors and Officers of SMS immediately prior to the Effective Time of the merger.

4. The surviving entity shall be governed by the laws of the Commonwealth of Pennsylvania.

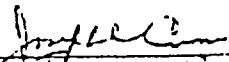
5. This Agreement of Merger may be terminated by the Board of Directors of SMS or MDC at any time prior to the necessary filings with Secretaries of State of each of Delaware and Pennsylvania.

6. The merger shall be implemented as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the U.S. Internal Revenue Code of 1986, as amended.

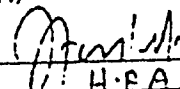
9988-1296

WITNESS the due execution this 8th day of November, 1999.


ATTEST:


Name: Joseph L. Lucas
Title: Secretary


SMS SCHLOEMANN-SIEMAC, INC.
(Pennsylvania)

By: 
Name: H. FASTERT
Title: President CEO

ATTEST:


Name: Peter Lausen
Title: Assistant Secretary

MANNESMANN DEMAG
CORPORATION
(Delaware)

By: 
Name: PETER FERNIE
Title: VICE PRESIDENT