

DA

Form **PTO-1594** (Rev. 09-08)
Collection 0851-0027 (exp. 10/31/2008)

10-15-2008

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



REC
1

103529733

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

50-01-01

1. Name of conveying party(ies):

Severstal Wheeling
Holding Company

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/06/2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bouchard Group, LLC

Internal

Address:

Street Address: 3 Beaver Street

City: Sewickley

State: PA

Country: USA Zip: 15143

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Limited Liability Co Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76610920

B. Trademark Registration No.(s)

3149221

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Design Plus Words, Letters & or Numbers

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

Name: David Do, Esq.

Internal Address: Toussaint & Carlson, Ltd.

Street Address: 2500 S. Highland, Ste. 360

City: Lombard

State: Illinois Zip: 60148

Phone Number: (630)928-0040

Fax Number: (630)928-0045

Email Address: DED@Tousscarl.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/14/2008 MIAMA1 00000020 76610920
 Deposit Account Number
 01 FC:8521
 Authorized User Name 40.00

9. Signature:

David Do
Signature

10/6/08
Date

DAVID DO
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made this ~~September~~ ^{October} 1st, 2008 by Severstal Wheeling Holding Company, a Delaware corporation ("Assignor"), in favor of Bouchard Group, LLC, an Illinois Limited Liability Company ("Assignee").

WHEREAS, Assignor has agreed to sell, transfer, deliver and assign to Assignee, all of its right, title and interest in and to the trade name, trademark, service mark, trade dress, trade style, logo, design and/or slogan, in word mark, stylized and/or design formats, which is described and/or otherwise the subject of the registrations identified in Exhibit A, attached hereto and incorporated by reference herein (the "Mark");

WHEREAS, Assignee has agreed to pay Assignor the sum of fifty thousand dollars (\$50,000.00) in exchange for Assignor's assignment and transfer of the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, free and clear of all liens, pledges, charges, claims, security interests, options, mortgages, rights of first refusal or similar restrictions (except for (a) the pledge and security agreement in favor of JP Morgan Chase dated May 8, 2007, and assigned to General Electrical Capital Corporation on March 24, 2008, and (b) the security interest in favor of Essar Steel Holdings Limited dated May 5, 2008, and assigned to OAO Severstal on August 14, 2008, the latter of which Assignor will use its reasonable efforts to have released as soon as practical following the date of this Assignment), all of Assignor's right, title, and interest of whatever kind in and to the Mark together with the goodwill of the business symbolized by the Mark and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Mark. This assignment shall be effective when Assignee receives from Assignor the fifty thousand dollars (\$50,000.00) consideration set forth above.

2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

3. Assignor shall execute and deliver, or cause to be executed and delivered, from time to time hereafter upon Assignee's request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment, including but not limited to all necessary documents and actions to reflect this Assignment with the United States Patent and Trademark Office, and the equivalent office in any state in which Assignee may choose to register the Mark. Assignee shall be responsible for any and all costs and expenses associated with recording this Assignment with the applicable trademark office(s).

4. This Assignment shall be governed by, and construed in accordance with the law of Delaware applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.

5. Any notice or other communication required or permitted to be made or given to either party shall be sufficiently made or given on the date of mailing if sent to such party by registered or certified mail, postage prepaid, or by overnight delivery by a nationally recognized carrier, addressed to a party at its address set forth below, or to such other address as the party may designate by written notice given to the other party.

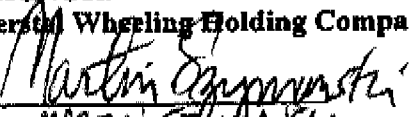
To Assignor: Severstal Wheeling Holding Company
Attn: Martin Szymanski, Esq.
14661 Rotunda Drive
P.O. Box 1699
Dearborn, Michigan 48120-1699


To Assignee: Bouchard Group, LLC
3 Beaver Street
Sewickley, PA 15143

With a copy to: Roger Carlson, Esq.
Toussaint & Carlson, Ltd.
2500 S. Highland Ave., Suite 360
Lombard, IL 60148

6. In the event of any conflict or other inconsistency between this Assignment and any other agreement, the Assignment shall be the controlling document.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their proper, duly authorized agents as of the day and year first above written.

ASSIGNOR:
Severstal Wheeling Holding Company
By: 
Name: MARTIN SZYMANSKI
Title: VICE PRESIDENT

ASSIGNEE:
Bouchard Group, LLC
By: 
James P. Bouchard, Manager

State of Michigan
County of Wayne

On this ~~15~~^{OCTOBER} day of ~~September~~, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared MARTIN SZYMANSKI known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the representative of Severstal Wheeling Holding Company, duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Michigan
County of Wayne
My Commission Expires Nov. 10, 2012
Notary in the County of Wayne

[Signature]
Notary Public

State of Illinois
County of Cook

On this 30th day of September, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared James P. Bouchard, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the representative of Bouchard Group, LLC, duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

"OFFICIAL SEAL"
W. ROGER CARLSON JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/2/2009

[Signature]
Notary Public

EXHIBIT A
TRADEMARK

United States Trademark Registration No. 3149221 for the mark "ESMARK" and Design