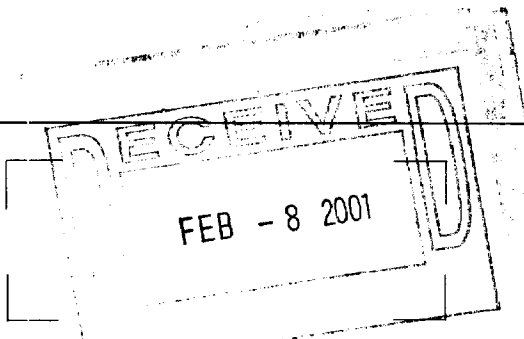


02-16-2001



101614337



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **2-8-01**

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
01041999

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **Republic Engineered Steels, Inc.** Execution Date
Month Day Year
01041999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Republic Technologies International, LLC**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **3770 Embassy Parkway**

Address (line 2) _____

Address (line 3) **Akron** **Ohio** **44333**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other **Limited Liability Company**

Citizenship/State of Incorporation/Organization **Delaware**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

390E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002237 FRAME: 0247

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75549790"/>	<input type="text" value="75549791"/>	<input type="text"/>	<input type="text" value="1071756"/>	<input type="text" value="0880328"/>	<input type="text" value="0772111"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1638873"/>	<input type="text" value="0875008"/>	<input type="text" value="1351299"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1638874"/>	<input type="text" value="1229261"/>	<input type="text" value="1240859"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph A. Kaezka
Name of Person Signing

Joseph A. Kaezka
Signature

1-30-01
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Republic Engineered Steels, Inc.

FEB - 8 2001

01041999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Republic Technologies International, LLC

DBA/AKA/TA

Composed of

Address (line 1) 3770 Embassy Parkway

Address (line 2)

Address (line 3) Akron

Ohio

44333

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1597154	1597155	1394644
2046480		

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"REPUBLIC ENGINEERED STEELS, INC.", A DELAWARE CORPORATION, WITH AND INTO "REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC" UNDER THE NAME OF "REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 1999, AT 11:47 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3078758 8100M
991337718

AUTHENTICATION: 9920927
DATE: 08-13-99

TRADEMARK
REEL: 002237 FRAME: 0250

CERTIFICATE OF MERGER

OF

REPUBLIC ENGINEERED STEELS, INC.

WITH AND INTO

REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of formation of each of the constituent entities to the merger are as follows:

<u>Name</u>	<u>State of Formation</u>
Republic Technologies International, LLC (the "Company")	Delaware
Republic Engineered Steels, Inc. ("RESI")	Delaware

SECOND: That the RESI Merger Agreement, dated as of August 13, 1999, among the Company, RESI and RES Holding Corporation ("RES Holding"), a Delaware corporation of which RESI is a wholly-owned subsidiary (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by the Company in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act and by RESI in accordance with the requirements of Section 264 of the Delaware General Corporation Law (the "DGCL"). In the case of RESI, the Merger Agreement was adopted by the written consent of sole stockholder of RESI in accordance with Section 228 of the DGCL.

THIRD: That the name of the surviving company of the merger is Republic Technologies International, LLC.

FOURTH: That the executed Merger Agreement is on file at the principal place of business of the surviving company. The address of the principal place of business of the surviving company is 3770 Embassy Parkway, Akron, Ohio 44333-8367.

FIFTH: That a copy of the Merger Agreement will be furnished by the surviving company, on request and without cost, to any member of the Company or any person holding an interest in RESI.

Republic Technologies International, LLC

By: Joseph F. Lapinsky
Name: Joseph F. Lapinsky
Title: President and Chief Operating Officer

RESI MERGER AGREEMENT

MERGER AGREEMENT (the "**Agreement**"), dated as of August 13, 1999, among RES Holding Corporation ("**RES Holding**"), Republic Engineered Steels, Inc. a Delaware corporation and a wholly-owned direct subsidiary of RES Holding ("**RESI**"), and Republic Technologies International, LLC, a Delaware limited liability company of which RESI is the sole member ("**RTI Opco**").

BACKGROUND

Republic Technologies International, Inc., formerly named Bar Technologies Inc., RES Holding, RESI, Republic Technologies International Holdings, LLC, RTI Opco, Blackstone Capital Partners II Merchant Banking Fund L.P., Blackstone Offshore Capital Partners II L.P., Blackstone Family Investment Partnership II L.P., The Veritas Capital Fund, L.P., HVR Holdings, L.L.C., USX Corporation, Kobe Steel, Ltd., USS Lorain Holding Company, Inc., Kobe/Lorain Inc, USX RTI Holdings, Inc., Kobe Delaware Inc., Kobe RTI Holdings, Inc., Lorain Tubular Company, LLC and USS/Kobe Steel Company have entered into the Master Restructuring Agreement (the "**Master Restructuring Agreement**"), as of the date hereof, which provides for, among other things, the merger of RESI with and into RTI Opco (the "**RESI Merger**").

Pursuant thereto, (i) the respective Boards of Directors of RES Holding and RESI, (ii) RES Holding, as the sole stockholder of RESI, and (iii) RESI as the sole member of RTI Opco, have approved the RESI Merger, upon the terms set forth in this Agreement.

This Agreement sets forth the terms and conditions upon which the parties hereto agree to consummate the RESI Merger.

SECTION 1**THE RESI MERGER**

1.1 The RESI Merger. At the Effective Time (as defined in Section 1.2 hereof), in accordance with this Agreement, the Delaware General Corporation Law (the "**DGCL**") and the Delaware Limited Liability Company Act (the "**DLLCA**"), RESI will be merged with and into RTI Opco, the separate existence of RESI will cease (except as may be continued by operation of law), and RTI Opco will continue as the surviving company (the "**Surviving Company**"). From and after the Effective Time, the Surviving Company will possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be

subject to all debts, liabilities and duties, of RESI and RTI Opco all with the effect set forth in the DGCL and the DLLCA.

1.2 Closing. (a) Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to the provisions of Article III hereof, the closing (the "Closing") of the RESI Merger shall take place at the offices of Simpson Thacher & Bartlett, 425 Lexington Avenue, New York, New York 10017 simultaneously with the closing of the Master Restructuring Agreement (such date and time of the Closing being hereinafter referred to as the "Closing Date").

(b) Concurrently with the Closing the parties hereto will cause the RESI Merger to be consummated by executing and delivering to the Secretary of State of the State of Delaware the certificate of merger in the form attached as Exhibit A hereto (the "Certificate of Merger"), and will make all other filings or recordings as may be required under the DGCL and the DLLCA in connection with the RESI Merger. The RESI Merger will become effective (the "Effective Time") upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

1.3 Certificate: Limited Liability Company Agreement: Officers: Name. The Certificate of Formation and the Limited Liability Company Agreement of RTI Opco as in effect immediately prior to the Effective Time will be the Certificate of Formation and the Limited Liability Company Agreement of the Surviving Company, until thereafter amended as provided therein and under the DLLCA. The officers of RTI Opco immediately prior to the Effective Time will be the officers of the Surviving Company until their successors are duly elected and qualified. The name of the Surviving Company will be "Republic Technologies International, LLC".

SECTION 2

STATUS AND CONVERSION OF SHARES AND PAYMENT THEREFOR

2.1 Conversion of Shares. All of the shares of common stock, par value \$0.01 per share, of RESI issued and outstanding immediately prior to the Effective Time (the "RESI Stock") will by virtue of the RESI Merger and without any action on the part of the holder thereof be converted into and thereafter evidence one duly authorized, validly issued, fully paid and nonassessable unit representing a 100% membership interest in the Surviving Company (the foregoing, the "RESI Merger Consideration").

2.2 Surrender of Certificates and Payment Therefor. Upon the surrender by RES Holding (the "RESI Stockholder") of the certificate(s) representing the RESI Stock to the Surviving Company at the Closing, immediately following the occurrence of the Effective Time, the Surviving Company will, in exchange for such certificate(s), reflect the issuance of the RESI Merger Consideration to the RESI Stockholder on Schedule A to the Limited Liability

Company Agreement of the Surviving Company. Until so surrendered and reflected, the certificate(s) representing RESI Stock shall represent solely the right to receive the RESI Merger Consideration, and the holder of such certificate(s) previously evidencing shares of RESI Stock outstanding immediately prior to the Effective Time will cease to have any rights with respect to the RESI Stock, except as otherwise provided herein or by law.

2.3 Taking of Necessary Action. At any time after the date hereof, the parties hereto agree to cooperate with each other in reasonable respects to execute and deliver such other documents, instruments of transfer or assignment, files, books and records and do all such further acts and things as are necessary to carry out the transactions contemplated by this Agreement.

SECTION 3

TERMINATION, AMENDMENT AND WAIVER

3.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by mutual consent of each of the parties hereto.

3.2 Amendment. This Agreement may be amended by the parties hereto, but may not be amended except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 Extension; Waiver. At any time prior to the Closing Date, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

SECTION 4

OTHER PROVISIONS

4.1 Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.2 Governing Law. This Agreement will be governed by and construed in accordance with the law of the State of Delaware.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become

effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

008295-0002-02782-997JK22-AGR

-4-

TRADEMARK
REEL: 002237 FRAME: 0256

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers or authorized persons thereunto duly authorized, all as of the date first written above.

REPUBLIC TECHNOLOGIES
INTERNATIONAL, LLC

By: *John B. George*
Name: John B. George
Title: Vice President of Finance,
Treasurer and Secretary
RES HOLDING CORPORATION

By: *David S. Blitzer*
Name: David S. Blitzer
Title: Secretary

REPUBLIC ENGINEERED STEELS, INC.

By: *John B. George*
Name: John B. George
Title: Vice President of Finance,
Treasurer and Secretary

000000-0000-0000-0000-0000-0000