

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies): <u>Sivyer Steel Corporation</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Wisconsin</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Riverside Engineering, Inc.</u> Internal Address: _____ Address: <u>530 Steves Avenue</u> Street Address: _____ City: <u>San Antonio</u> State: <u>TX</u> Zip: <u>78204</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Wisconsin</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>05/29/03</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>see schedule A</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brian G. Gilpin; Godfrey &amp; Kahn, S.C.</u> Internal Address: _____ Street Address: <u>780 N. Water Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u></p>	<p>6. Total number of applications and registrations involved: ..... <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1509</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

9. 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.*

Brian G. Gilpin                                                            June 16, 2003  
Name of Person Signing                              Signature                              Date

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

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

CH \$40.00 071509 1654023

Assignor agrees to execute and deliver at the request of the Assignee, all other papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 14 day of May, 2003.

**SIVYER STEEL CORPORATION**

By: [Signature]  
Name: DON M. SCHWETEL  
Title: President + CEO

Dated this 29<sup>th</sup> day of May, 2003.

**RIVERSIDE ENGINEERING, INC.**

By: [Signature]  
Name: CB MITCHELL  
Title: PRESIDENT

Signed and sworn to before me this 29<sup>th</sup> day of May, 2003  
[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 6/8/03

Signed and sworn to before me this 29<sup>th</sup> day of May, 2003  
[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 6/8/03

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**SCHEDULE A:**

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
RIVERSIDE	United Kingdom	B1365548	05/05/95	Registered
RIVERSIDE	United Kingdom	B1365547	08/19/94	Registered
RIVERSIDE	United Kingdom	B1365546	10/27/95	Registered
RIVERSIDE	United Kingdom	B1343052	06/09/95	Registered
RIVERSIDE	US	1,654,023	08/13/91	Registered

## TRADEMARK ASSIGNMENT

WHEREAS, SIVYER STEEL CORPORATION, a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the United States and United Kingdom trademark registrations listed on Schedule A attached hereto for the mark "RIVERSIDE" and any related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, FIRSTAR BANK, N.A., now known as U.S. Bank, N.A. (the "Bank"), holds a security interest in the Trademark, a notice of which was recorded in the U.S. Patent and Trademark Office records at Reel 2004, Frame 0720 on December 17, 1999 (the "Security Interest");

WHEREAS, RIVERSIDE ENGINEERING, INC., a Wisconsin corporation ("Assignee") having its principal place of business at 530 Steves Avenue, San Antonio, Texas 78204, is under common ownership and/or control with Assignor and desires to acquire all rights in the Trademark from Assignor, including the goodwill associated therewith, subject to the Bank's Security Interest; and

WHEREAS, Assignor shares certain common ownership with Assignee and has agreed that in return for one dollar (\$1.00) and other good and valuable consideration, Assignee shall acquire all rights throughout the world in and to the Trademark and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof, subject to the Bank's Security Interest.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, subject at all times to the Bank's Security Interest, all right, title, and interest in and to the Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.