

T 10-14-1998

10-7-98

To the Honorable Commissioner of Patents



original documents or copy thereof,  
of receiving party(ies):

1. Name of conveying party(ies):

Advanced Refractory Technologies, Inc.

100850213

at National Bank

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State New York
- Other

Internal Address:

Street Address: One Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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

3. Nature of conveyance:

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

Execution Date: July 16, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

B. Trademark Registration No.(s)

- 1.) 1,961,073
- 2.) 1,476,418
- 3.) 1,454,252
- 4.) 1,238,806

Additional numbers attached?  Yes  No (See attachment)

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 13

7. Total fee (37 CFR 3.41)..... \$340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Judy Radoccia

Name of Person Signing

Signature

October 6, 1998

Date

Total number of pages including cover sheet, attachments, and document 7

10/13/1998 11:01:11 00000213 1961073

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

01 FC:481  
02 FC:482

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TRADEMARK  
REEL: 1798 FRAME: 0592

**ATTACHMENT**

**ADVANCED REFRACTORY TECHNOLOGIES, INC.**

**B. Trademark Registration Nos. (cont.)**

- 5.) 1,235,929
- 6.) 1,237,701
- 7.) 1,243,348
- 8.) 1,824,109
- 9.) 1,822,500
- 10.) 1,822,507
- 11.) 1,822,508
- 12.) 1,822,499
- 13.) 1,874,507

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, ADVANCED REFRACTORY TECHNOLOGIES, INC., a New York corporation, with a principal place of business at 699 Hertel Avenue, Buffalo, New York 14207 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 19, 1998 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") among the Bank, the Company and Tech-Ceram Corporation; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks).

The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

ADVANCED REFRACTORY TECHNOLOGIES, INC.

FLEET NATIONAL BANK

By: *[Signature]*  
Name: KEITH A. BLAKELY  
Title: PRESIDENT

By: *[Signature]*  
Its Vice President

STATE OF NEW YORK )  
  ) SS.  
COUNTY OF WILLIAMSBURG )

Then personally appeared before me the above-named KEITH A. BLAKELY, the PRESIDENT of Advanced Refractory Technologies, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation. *A.P.C.*

WITNESS my hand and seal this 16th day of July, 1998.  
*A.P.C.*

*[Signature]*  
Notary Public  
My commission expires:

GUST P. PULLMAN  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires March 30, 2000  
*G.P.P.*

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
DYLYN	1,961,073/March 5, 1996	Low friction, high adherence coating for use on metal, semiconductors, ceramics, glass, plastic, composites of the foregoing materials and forms of carbon, namely diamond, diamond-like materials, graphite and glassy carbon materials to impart or enhance protective, electrical, optical or wear properties
ALNEL	1,476,418/Feb. 16, 1988	Aluminum nitride powder for use in making electronic products, such as printed circuit boards and/or ceramic products such as insulators
CERASHIELD	1,454,252/Aug. 25, 1987	Ceramic material for absorbing neutrons, such as emitted by a nuclear reactor
TOMORROW'S TECHNOLOGY...TODAY	1,238,806/May 17, 1983	Services of screening (sizing), pelletizing and furnacing boron carbide, titanium diboride, silicon carbide and similar materials, in preparation for use in the manufacture of ceramic products, and consultation services relating to the use of said materials

"A" and design	1,235,929/April 26, 1983	Technical assistance and consulting services rendered to manufacturers of ceramic products in connection with practical applications for boron carbide, titanium diboride, silicon carbide and similar materials
Design Only	1,237,701/May 10, 1983	Services of screening (sizing), pelletizing and furnacing boron carbide, titanium diboride, silicon carbide and similar materials, in preparation for use in the manufacture of ceramic products
Design Only	1,243,348/June 28, 1983	Boron carbide, titanium diboride, silicon carbide and plasma spray powders
CRYSTALLUME*	1,824,109/March 1, 1994	Power operated diamond coated tungsten carbide tools; namely, inserts and cutting tools
CRYSTALLUME* (stylized letters)	1,822,500/Feb. 22, 1994	X-ray lithography membranes
CRYSTALLUME*	1,822,507/Feb. 22, 1994	X-ray transparent windows
CRYSTALLUME*	1,822,508/Feb. 22, 1994	Heat spreaders for use with electronic devices; namely laser diodes, microwave power transistors and microprocessors
CRYSTALLUME* (stylized leders)	1,822,499/Feb. 22, 1994	Diamond coated silicon wafers
DCC*	1,874,507	Power-operated diamond coated tungsten carbide tools; namely, inserts and cutting bits

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\* Registered in the name of Crystallume, Inc., a corporation predecessor of the Company.

Marks with Pending Applications

Marks

Serial No./Filing Date

Use

None.