

ATTACHMENT "A"

Trademarks	Reg. Numbers
HQ913	1,786,538
HQ913	1,744,262
Hydroloy	1,740,863
Hydroloy	1,738,170
S (design)	946,641
S (design)	1,264,689
Borium	241,694
Stoody	764,936
Stoody	1,255,801
Tube Tungsite	524,170

**INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENSE AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") is entered into as of June 30, 1997 (the "Effective Date"), by and between **DELORO STELLITE COMPANY, INC.**, a Delaware corporation (together with its subsidiaries, hereinafter referred to as "Deloro"), on behalf of itself and its subsidiaries, and **STOODY COMPANY**, a Delaware corporation (hereinafter referred to as ("Stoody").

WHEREAS, "Stoody Company" has been operated historically as an operating division of Deloro;

WHEREAS, Deloro and Stoody have entered into an Acquisition Agreement dated as of June 30, 1997, pursuant to which Deloro transferred certain assets to Stoody, including certain intellectual property assets utilized in the "Stoody Company" operating division;

WHEREAS, this Agreement is contemplated by that certain Acquisition Agreement to memorialize the transfer of such intellectual property, which includes, patents, trademarks, trade secrets and know-how; and

WHEREAS, Deloro will license to Stoody the right to use certain intellectual property assets;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings specified in this Article 1:

1.1 "Deloro Authorized Uses" shall mean the making, having made, using, selling or distributing or providing services relating to cast components and powders.

1.2 "Deloro Know-How" shall mean any and all trade secrets, know-how, formula, designs, and other non-patented technology that is not Stoody Know-How that is owned and/or controlled by Deloro.

1.3 "Deloro Patents" shall mean the patents and patent applications listed on Exhibit "A", as well as any extensions, divisions, continuations and continuation-in-parts

thereof and any applications or patents that claim priority from such patents and applications, including, without limitation, any foreign counterparts thereof.

1.4 "Deloro Trademarks" shall mean the trademarks and trade names (including, without limitation, all registrations and applications therefor, common law rights therein and logos related thereto) listed on Exhibit "B".

1.5 "Licensed Deloro Patents" shall mean the patents and patent applications owned or controlled by Deloro on the Effective Date including those set forth on Exhibit "C", as well as any extensions, divisions, continuations and continuation-in-parts thereof and any applications or patents that claim priority from such patents and applications, including, without limitation, any foreign counterparts thereof.

1.6 "Licensed Deloro Trademarks" shall mean the trademarks and trade names (including, without limitation, all registrations and applications therefor, common law rights therein and logos related thereto) listed on Exhibit "D".

1.7 "Licensed Stooddy Trademarks" shall mean the trademarks and trade names (including, without limitation, all registrations and applications therefor, common law rights therein and logos related thereto) listed on Exhibit "E".

1.8 "Licensed Trademarks" shall mean the Licensed Deloro Trademarks and/or the Licensed Stooddy Trademarks.

1.9 "Proprietary Information" shall mean any information, including, without limitation, technical information, specifications, copyrights, trademarks, trade secrets, know-how, confidential information and supporting documentation, owned by or licensed to a party hereto that, if disclosed in writing, is marked as "proprietary" or "confidential" or, if disclosed orally, is identified as being "proprietary" or "confidential" at time of disclosure and confirmed as such in a writing by the disclosing party to the other party within ten (10) days of disclosure.

1.10 "Stooddy Authorized Uses" shall mean the making, having made, using, selling or distributing or providing services relating to tubular wires, electrodes and/or cast rods.

1.11 "Stooddy Know-How" shall mean any and all trade secrets, know-how, formula, designs and other non-patented technology utilized exclusively by Stooddy as of the Effective Date.

ARTICLE 2 ASSIGNMENT

2.1 Assignment of Deloro Patents. Deloro assigns, transfers and conveys to Stoodly all of Deloro's right, title and interest throughout the world in and to the Deloro Patents, the underlying inventions described therein, and further, all rights, claims and privileges pertaining to the Deloro Patents including, without limitation, all income, royalties, damages and payments and the right, if any, to sue or bring other actions for past, present and future infringement thereof.

2.2 Assignment of Deloro Trademarks. Deloro assigns, transfers and conveys to Stoodly all of Deloro's right, title and interest throughout the world in and to the Deloro Trademarks and all good will symbolized by and associated with the business conducted under the Deloro Trademarks and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable and in and to all causes of action, either in law or in equity, for past, present or future infringement based on the Deloro Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2.3 Assignment of Trade Secrets and Know How. Deloro assigns, transfers and conveys all of Deloro's right, title and interest throughout the world in and to the Stoodly Know-How, including all rights, claims and privileges pertaining to the Stoodly Know-How, including, without limitation, all income, royalties, damages and payments, and the right, if any, to sue or bring other actions for past, present and future infringement thereof.

ARTICLE 3 GRANT OF LICENSES

3.1 Patent License. Subject to the terms and conditions of this Agreement, Deloro hereby grants to Stoodly, under the Licensed Deloro Patents, a worldwide, fully paid-up, royalty-free, non-exclusive, nontransferable (except as otherwise provided in this Agreement) right and license, without the right to sublicense, to make, have made, use, sell, offer to sell, import and distribute products or offer and provide services incorporating the Licensed Deloro Patents. Notwithstanding the foregoing restriction on the right to sublicense, Stoodly shall have the right to sublicense to Stoodly's affiliates, at Stoodly's sole discretion, any of Stoodly's foregoing rights.

3.2 Trademark Licenses.

(a) Deloro. Subject to the terms and conditions of this Agreement, Deloro hereby grants to Stoodly, under the Licensed Deloro Trademarks, a worldwide, fully paid-up, royalty-free, non-exclusive, non-transferable (except as otherwise provided in this Agreement) right and license, without the right to sublicense, to use the Licensed Deloro Trademarks for Stoodly Authorized Uses. Notwithstanding the foregoing restriction on the

right to sublicense, the license granted pursuant to this Section includes the limited right to sublicense the use of the Licensed Deloro Trademarks to distributors and/or resellers of Stoodly products to the extent that such use is limited to such distributors' and/or resellers' sales and/or distribution of Stoodly products.

(b) Stoodly. Subject to the terms and conditions of this Agreement, Stoodly hereby grants to Deloro, under the Licensed Stoodly Trademarks, a worldwide, fully-paid up, royalty-free, non-exclusive, non-transferable (except as otherwise provided in this Agreement) right and license, without the right to sublicense, to use the Licensed Stoodly Trademarks for Deloro Authorized Uses; provided, the right and license herein granted shall be limited to use of the Licensed Stoodly Trademarks in Europe insofar as such use relates to the making, having made, using, selling or distributing or providing services relating to powders. Notwithstanding the foregoing restriction on the right to sublicense, the license granted pursuant to this Section includes the limited right to sublicense the use of the Licensed Stoodly Trademarks to distributors and/or resellers of Deloro products to the extent that such use is limited to such distributors' and/or resellers' sales and/or distribution of Deloro products.

3.3 Trade Secrets and Know How License.

(a) Deloro. Subject to the terms and conditions of this Agreement, Deloro hereby grants to Stoodly, under the Deloro Know-How, a worldwide, fully paid-up, royalty-free, non-exclusive, non-transferable (except as provided in this Agreement) right and license to use the Deloro Know-How as such Deloro Know-How is used by Stoodly as of the Effective Date or reasonably expected to be used by Stoodly in the future.

(b) Stoodly. Subject to the terms and conditions of this Agreement, Stoodly hereby grants to Deloro, under the Stoodly Know-How, a worldwide, fully paid-up, royalty-free, non-exclusive, non-transferable (except as provided in this Agreement) right and license to use the Stoodly Know-How as such Stoodly Know-How is used by Deloro as of the Effective Date or reasonably expected to be used by Deloro in the future.

3.4 No Other Licenses. The parties acknowledge and agree that except as explicitly provided in this Article 3: (i) each party retains all right, title and interest to the patents and trademarks owned by such party; and (ii) no other licenses are granted expressly or by implication.

ARTICLE 4
INTELLECTUAL PROPERTY PROTECTION

4.1 Patent Marking. Stoody agrees to use commercially reasonable efforts to mark each product that it sells, transfers or otherwise disposes of that is covered by a Licensed Deloro Patent with the number(s) of the relevant patents in the manner required by 35 U.S.C. § 287.

4.2 Quality Assurance/Ownership. Deloro and Stoody, each as licensee of the trademarks of the other, agree:

(a) to ensure that all products and services associated with the Licensed Trademarks shall include all notices and legends as required by applicable federal, state and local laws or which may be reasonably requested by the licensor of the Licensed Trademarks; and

(b) from time to time, at the request of the licensor of the Licensed Trademarks, but not more than once annually, to supply the licensor of the Licensed Trademarks with specimens of products offered under the Licensed Trademarks to ensure proper usage and attribution of the Licensed Trademarks and that such products meet the quality standards established for products incorporating the Licensed Trademarks from time to time; and

(c) from time to time, but not more than once annually, the licensor of the Licensed Trademarks shall have the right to audit and review the manufacturing records and methods of the other party to ensure that products manufactured by such party meet the quality standards established for products incorporating the Licensed Trademarks from time to time.

4.3 Cooperation. Deloro Stellite Company, Inc. shall take, and shall cause its subsidiaries to take, all actions necessary, at Stoody's sole cost and expense, to execute any and all documents as may be reasonably requested by Stoody from time to time to fully vest or perfect in Stoody all right, title and interest in and to the Deloro Patents and Deloro Trademarks.

4.4 Ownership/Validity.

(a) Stoody acknowledges and agrees that Deloro owns all right, title and interest to the Licensed Deloro Patents.

(b) Deloro and Stoody, each as licensee of certain trademarks of the other, acknowledge and agree: (i) that all right, title and interest in the Licensed Trademarks shall remain with the licensor of such marks; (ii) to do nothing inconsistent with such licensor's ownership of such marks; (iii) that all use of the

Licensed Trademarks by the licensee and all good will developed therefrom shall inure to the benefit of and be on behalf of the licensor of the Licensed Trademarks; and (iv) not to attack the validity of or the licensor's ownership to the Licensed Trademarks.

ARTICLE 5 CONFIDENTIALITY

5.1 Non-disclosure and Non-use. Each party hereto agrees not to: (i) use any Proprietary Information of the other party for any purpose, other than to perform its obligations hereunder; or (ii) disclose any Proprietary Information of the other party to any third party (except permitted sublicensees) for any purpose. Each party hereto shall use the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Proprietary Information as such party employs with respect to its own Proprietary Information of like importance.

5.2 Exceptions. Notwithstanding anything in this Agreement to the contrary, Proprietary Information need not be treated as such if it is or has become: (i) published or otherwise available to the public other than by a breach of this Agreement; (ii) rightfully received by the receiving party from a third party without confidential limitation; (iii) approved in writing for public release by the disclosing party; (iv) known to the receiving party prior to its first receipt of such Proprietary Information from the disclosing party; or (v) independently developed by the receiving party without use of or reference to such Proprietary Information.

ARTICLE 6 WARRANTIES

6.1 Representations and Warranties of Stooddy. Stooddy represents and warrants to Deloro as of the Effective Date that Stooddy has all requisite legal right, power and authority to enter into this Agreement.

6.2 Representations and Warranties of Deloro. Deloro represents and warrants to Stooddy as of the Effective Date that:

(a) Deloro has all right, title and interest in the Deloro Patents and the Deloro Trademarks to assign its interests in the Deloro Patents to Stooddy as provided herein;

(b) Except as provided in Exhibit "F", Deloro has not licensed or encumbered the Deloro Patents or Deloro Trademarks in any way;

(c) Deloro has sufficient rights in the Licensed Deloro Patents and Licensed Deloro Trademarks to grant Stoody the licenses herein;

(d) Deloro has not been advised by anyone, in a meeting, by letter or otherwise, of any facts or documents that would make the Deloro Patents invalid or unenforceable or, if not yet issued, when such patents are issued, invalid or unenforceable;

(e) Deloro has never asserted to any third party in a meeting, by letter or otherwise, that any third party's product or service is covered by the Deloro Patents;

(f) Deloro has not been advised by anyone, in a meeting, by letter or otherwise, of any facts or documents that would make the Deloro Trademarks invalid or unenforceable; and

(g) Deloro has never asserted to any third party in a meeting, by letter or otherwise, that a third party has infringed upon Deloro's rights in the Deloro Trademarks.

6.3 Disclaimer. EXCEPT AS SET FORTH IN THIS ARTICLE 6, DELORO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELORO PATENTS, DELORO TRADEMARKS, LICENSED DELORO PATENTS AND LICENSED DELORO TRADEMARKS INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

ARTICLE 7 LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT PROVIDED IN ARTICLE 8, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY SUCH PARTY, ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF THE DELORO PATENTS, DELORO TRADEMARKS, LICENSED DELORO PATENTS, LICENSED DELORO TRADEMARKS, LICENSED STOODY TRADEMARKS, STOODY KNOW-HOW, DELORO KNOW-HOW, ANY PRODUCTS THAT INCORPORATE, USE OR PRACTICE SUCH PATENTS AND/OR TRADEMARKS AND ANY THIRD PARTY'S INCORPORATION, USE OR PRACTICE OF SUCH PATENTS AND/OR TRADEMARKS.

ARTICLE 8 INDEMNIFICATION

Each party agrees to indemnify, defend and hold the other party hereto, its subsidiaries and their customers harmless from and against any claim, suit or proceeding arising out of relating to any breach of any representation or warranty made by such indemnifying party herein. The indemnifying party agrees to pay any liabilities, damages, settlements, costs and expenses (including the reasonable fees of attorneys and other professionals and all related costs and expenses) in any such claim, suit or proceeding. The indemnified party agrees to promptly notify the indemnifying party of any such claim and, at the indemnifying party's option, permit the indemnifying party to control the defense and settlement thereof.

ARTICLE 9 TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect in perpetuity unless terminated in accordance with this Article 9.

9.2 Termination by Agreement. This Agreement may be terminated immediately upon the mutual agreement of the parties.

9.3 Termination of Licenses. Either party as licensor ("Licensing Party"), may terminate the licenses granted to the other party ("Defaulting Party") in the event (i) the Licensed Party breaches any material provision of this Agreement and does not remedy such breach within sixty (60) days following notice of such breach from the Defaulting Party or (ii) the Defaulting Party is acquired, subsequent to the date hereof, by a significant competitor in the principal business engaged in by the Licensing Party on the date hereof.

9.4 Effect of Termination. Upon termination of this Agreement pursuant to Section 9.2, the licenses granted pursuant hereto shall terminate; provided, that: (i) the licenses shall survive for any products produced prior to the date of termination; and (ii) that for a period of twelve (12) months after termination, each party may sell off any and all products produced prior to the date of termination that incorporate the Licensed Trademarks and/or Licensed Deloro Patents. Upon termination of licenses by the Licensing Party pursuant to Section 9.3: (a) all licenses granted by the Licensing Party to the Defaulting Party shall terminate; and (b) all licenses granted by the Defaulting Party to the Licensing Party shall survive.

9.5 Survival. The provisions of Articles 5 (for a period of two (2) years), 6, 7, 9, 10 and 11 of this Agreement shall survive any termination of this Agreement.

ARTICLE 10 BANKRUPTCY

All rights and licenses granted under or pursuant to this Agreement by the parties are, and shall otherwise be deemed to be, for purposes of § 365(n) of Title 11 of the United States Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under § 101 of the Bankruptcy Code. Each party, as a licensee of such rights and licenses, shall retain and may fully exercise, provided it abides by the terms of this Agreement, all of its rights and elections under the Bankruptcy Code. The parties further agree that in the event that any proceeding shall be instituted by or relating to a Licensing Party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property, or a Licensing Party shall take any action to authorize any of the foregoing actions (each a "Proceeding"), the other party, as licensee, shall have the right to retain and enforce its rights under this Agreement provided it abides by the terms of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Force Majeure. Neither party to this Agreement will be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, riot, embargo, organized labor stoppage, earthquake, acts of civil and military authorities, or any other acts beyond its reasonable control, provided that the party suffering such delay immediately notifies the other party of the delay, and, further, that each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice if the delay of the other party due to any of the above-mentioned causes continues for a period of three (3) months.

11.2 Controlling Law. This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Missouri, as applied to agreements between Missouri residents to be performed entirely within Missouri and without giving regard to conflict of laws principles.

11.3 Severability. Should any clause, sentence or paragraph of this Agreement judicially be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall have the same force and effect as if such part or parts had never been included herein.

11.4 Entire Agreement. This Agreement and the exhibits hereto, all of which are incorporated by this reference, constitute the entire agreement and understanding between the parties with respect to its and their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement.

11.5 Amendment. This Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of both parties.

11.6 Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.7 Notices. All notices required to be sent by either party under this Agreement shall be deemed given: (i) when sent by confirmed telex or telecopy with confirmation by commercial overnight courier; (ii) one business day, after being sent by commercial overnight courier with written verification of receipt; or (iii) when received after being mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the respective addresses set forth below or at such other address which may hereinafter be designated in writing:

Deloro:

Deloro Stellite Company, Inc.
101 South Hanley Road, Suite 300
St. Louis, Missouri 63105
Fax: (314) 746-2327

Stoody:

Stoody Company
101 South Hanley Road, Suite 300
St. Louis, Missouri 63105
Fax: (314) 746-2327

11.8 No Joint Venture. Nothing contained herein or done in pursuance of this Agreement shall constitute the parties entering into a joint venture or partnership, or shall constitute either party the agent for the other for any purpose or in any sense whatsoever.

11.9 Successors and Assigns. This Agreement and the rights and obligations arising hereunder shall be binding upon and inure to the benefit of the parties and to their respective

successors and assigns. Neither party shall assign any of its rights or obligations hereunder without the prior written consent of the other party.

11.10 Headings. The article and section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile signature.

11.12 Attorney's Fees. If any action at law or in equity, including action for injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs and actual attorney fees paid or incurred in good faith.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

... DELORO STELLITE COMPANY, INC.

By: James H. Tare
Name: JAMES H. TARE
Title: SR VP - CFO

STOODY COMPANY

By: James H. Tare
Name: JAMES H. TARE
Title: SR VP - CFO

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT
DELORO PATENTS

Patent #	Country	Subject
006316	Canada	Flux-Cored Mild Steel Wire
4,214,145	U.S.	Flux-Cored Mild Steel Wire
4,192,983	U.S.	Boron Diffused Wire Method of Hardfacing
439596	WIPO	Hydroloy 914
5,514,328	U.S.	Hydroloy 914 Cavation Erosion Resistant Steel

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT
DELORO TRADEMARKS

Trademarks	Reg. Numbers
Borium	256,550
Borod	1,013,145
Chromeface	(Canada 49776)
Co-Mang	(Canada 49186)
Dynamang	951,357
HQ 913	
Hydroloy	
Hydroloy HQ 913	
Jet Spray	1,036,720
Multi-Weave	813,993
Nicro-Mang	693,060
Rol-Cor	1,144,820
Rol-Cor (California)	58475
S (design)	
SOS	926,093
Stoodex	1,063,212
Stoodite	212,119
Stoody	
Super-Titan	1,239,966
Superchrome	777,397
ThermaClad	1,885,806
Tube Tungsite	624,170
Tungsmooth	1,212,132
V-Mang	(Canada 102,249)
Vancar	1,114,370
Vancar (California)	57562

B-1

Trademarks	Reg. Numbers
Vancar (design)	(Canada 240,961)

B-2

WEIL, GOTSHAL & MANGES LLP

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2882 SAND HILL ROAD
SUITE 280
MENLO PARK, CA 94025-7022
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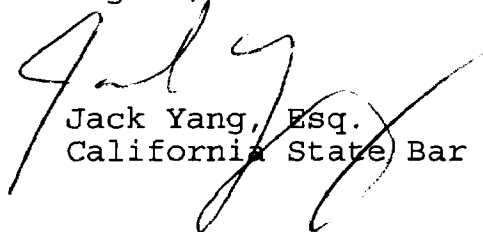
October 14, 1998

Commissioner of Patents and Trademarks
Box Assignments
Washington D.C. 20231

Dear Sir/Madam:

I, JACK YANG, ESQ., an authorized representative of both Deloro Stellite Company, Inc. and Stooddy Company, do certify under penalty of perjury under the laws of the United States of America that the attached document, "Intellectual Property Assignment and License Agreement," dated June 30, 1997" by and between Deloro Stellite Company, Inc. and Stooddy Company, is a true copy of the original document.

Signed,



Jack Yang, Esq.
California State Bar No. 162,076

/Attachments