

12-01-1998



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

100910344

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
- 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
  - Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/30/1998 SSMITH 00000023 1134416

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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

REEL: 1820 FRAME: 0350

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1134416"/>	<input type="text" value="614214"/>	<input type="text"/>
<input type="text" value="764938"/>	<input type="text" value="904586"/>	<input type="text"/>
<input type="text" value="762185"/>	<input type="text" value="905013"/>	<input type="text"/>

**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.

Laura Lopez



11/13/98

Name of Person Signing

Signature

Date Signed

# BORROWER PATENT AND TRADEMARK SECURITY AGREEMENT

This BORROWER PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is dated as of October 28, 1998, and entered into by and between SPECIAL METALS CORPORATION, a Delaware corporation (the "*Grantor*"), and CREDIT LYONNAIS NEW YORK BRANCH, in its capacity as Agent (in such capacity the "*Agent*") under the Credit Agreement described herein (in such capacity, the "*Secured Party*"), *for the benefit of* the Persons that now or at any time hereafter become party as Lender to the Credit Agreement (the "*Lenders*"), Credit Lyonnais New York Branch ("*Credit Lyonnais*"), in its individual capacity and as Agent and Issuing Bank thereunder (in such capacity the "*Issuing Bank*"), and all other present and future Holders of any of the Secured Obligations described herein (all, collectively, including the Lenders, the Agent and the Issuing Bank, the "*Beneficiaries*").

## Recitals

Grantor and Secured Party have entered into a Borrower Pledge and Security Agreement, dated as of the day and year first above written, which is by this reference incorporated into this Agreement as if fully set forth at length herein (the "*Borrower Pledge and Security Agreement*").

Pursuant to the Borrower Pledge and Security Agreement, the Grantor has assigned to Secured Party and has granted Secured Party security interests in certain property described in subsection 2.1 of the Borrower Pledge and Security Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of the debts, liabilities and obligations described in the Borrower Pledge and Security Agreement as the "Secured Obligations."

The Grantor and Secured Party are executing and delivering this Agreement for the purpose of creating and perfecting Secured Party's security interests in such Patent and Trademark Collateral as more particularly set forth herein.

*Accordingly*, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Secured Party hereby agree as follows:

## SECTION I. DEFINITIONS

**1.1. *Terms Defined in the Borrower Pledge and Security Agreement.*** Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Borrower Pledge and Security Agreement and not otherwise defined herein have the meanings set forth in the Borrower Pledge and Security Agreement.

**1.2. Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

**“Credit Agreement”** means the Credit Agreement, dated as of the day and year first above written, by and among the Grantor and the Beneficiaries, as such agreement from time to time may be modified, amended, restated, extended, refinanced or replaced in any manner or in any respect (including so as to reduce or increase the amount or cost of credit extended thereunder or to shorten or extend the time of payment thereunder or in any other manner change the amount or terms of credit extended to the Grantor or the identity, rights or obligations of any party thereto).

**“Goodwill”** means all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by the Assignor and arising out of the Patent and Trademark Collateral.

**“Patent and Trademark Collateral”** is defined in subsection 2.1.

**“Secured Obligations”** means each and all of the debts, liabilities and obligations that are described as “Secured Obligations” in the Borrower Pledge and Security Agreement.

**“U.S. Patent Applications”** means all applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

**“U.S. Patent Licenses”** means all rights of the Grantor under any present or future written agreement, or other present or future license of any right or interest acquired by any Grantor, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

**“U.S. Patents”** means all of the following:

(a) All present and future patents, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all Claims (including infringement claims) relating thereto, including, without limitation, all registrations and recordings thereof including those listed in Schedule I(a) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

**“U.S. Trademark Applications”** means all applications in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any

similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

**“U.S. Trademark Licenses”** means all rights of the Grantor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

**“U.S. Trademarks”** means all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and general intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

**1.3. Terms Generally.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors, transferees and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, subsections, Exhibits and Schedules shall be construed to refer to Sections and subsections of, and Exhibits and Schedules to, this Agreement, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

## **SECTION II. SECURITY INTEREST AND COLLATERAL**

**2.1. Grant of Security Interest.** As security for the payment of the Secured Obligations, the Grantor hereby transfers and assigns to Secured Party as security with power of

sale, and grants Secured Party a continuing security interest in, all right, title and interest of the Grantor in, to, under or derived from the following property (collectively, the “*Patent and Trademark Collateral*”), in each case whether now owned or hereafter acquired by the Grantor and wherever located:

(a) all U.S. Patents;

(b) all U.S. Patent Applications;

(c) all U.S. Patent Licenses;

(d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all Claims of the Grantor against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing.

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all Claims of the Grantor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

### **SECTION III. REPRESENTATIONS AND WARRANTIES**

**3.1. *Representations and Warranties.*** The Grantor hereby represents and warrants that, except as otherwise set forth in any schedule to the Borrower Pledge and Security Agreement:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which the Grantor has an interest.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of its business to any party, except to Secured Party and except in the ordinary course of its business.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person. The Grantor has neither taken nor failed to take any action that would have a Material Adverse Effect.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule II(a) and Schedule II(b), except for licenses granted in the ordinary course of its business.

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Credit Agreement, it has not received any written threats of action, which if successful could reasonable be expected to have a Material Adverse Effect, and it has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any licenses except those created by this Agreement or permitted under subsection 9.3 of the Credit Agreement, and except for Liens granted in the ordinary course of its business.

(h) It has the right and power to enter into this Agreement and perform its terms.

#### **ARTICLE IV. COVENANTS**

##### **4.1. *Covenants.*** The Grantor covenants and agrees as follows:

(a) The Grantor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to subsection 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) the Grantor reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to the Grantor's business, the Grantor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings; **provided, however**, that neither this subsection 4.1(b) nor any other provision of this Agreement or any other Loan Document shall obligate the Grantor to file any application for the registration or to obtain or maintain the registration of any Patent and Trademark Collateral which it would not otherwise file, obtain or maintain in the exercise of its ordinary business practices.

(c) In the event that the Grantor's rights under any Patent and Trademark Collateral that is material to the conduct of its business are infringed, misappropriated or diluted by a third party, such Grantor (i) shall notify Secured Party promptly after it learns thereof if such infringement, misappropriation or dilution could have a Material Adverse Effect and (ii) shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) The Grantor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral that is material to the conduct of its business or infringement of or interference with another trademark which could reasonably be expected to be determined adversely and thereupon to have a Material Adverse Effect. The Grantor shall promptly, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall promptly keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) The Grantor shall promptly notify Secured Party if it knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of its business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of its business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of its business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of its business.

(f) Subject to subsection 4.1(b), upon the written request of Secured Party, the Grantor shall promptly and duly execute and deliver any and all additional documents, including



UCC-1 financing statements, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Agreement, all at the sole expense of the Grantor.

(g) Without Secured Party's prior written consent, which consent shall not be unreasonably withheld, the Grantor shall neither (i) enter into any agreement that would materially impair or conflict with the Grantor's obligations hereunder nor (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Grantor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of its business acquired under such contracts.

(h) The Grantor shall maintain the security interests created in favor of the Secured Party, for the ratable benefit of the Beneficiaries and the other Holders of the Secured Obligations, in the Patent and Trademark Collateral pursuant to this Agreement as valid and duly perfected first priority security interests and shall defend such security interests against claims and demands of all Persons whomever. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further actions as the Secured Party may request for the purposes of obtaining or preserving all of the benefits, rights and powers granted to the Secured Party, the Beneficiaries and the other Holders of the Secured Obligations, pursuant to this Agreement.

## **ARTICLE V. POWER OF ATTORNEY**

**5.1. *Power of Attorney.*** The Grantor hereby irrevocably constitutes and appoints Secured Party and any officer, agent or nominee of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority, in the name of the Grantor or in its own name, to take any and all actions and to execute and deliver any and all agreements, documents, notices, instruments and writings that Secured Party or the Required Lenders may determine to be necessary or desirable for Secured Party, without notice to or assent by the Grantor, to do any or all of the following if and whenever the Grantor is in default under the Borrower Pledge and Security Agreement as set forth in subsection 4.1 thereof: (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable U.S. Patent License or U.S. Trademark License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Discharge of the Obligations.

**ARTICLE VI.  
PATENT AND TRADEMARK COLLATERAL**

**6.1. *Grant of License to Use Intellectual Property Collateral.*** The Grantor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor), to do any or all of the following if and whenever the Grantor is in default under the Borrower Pledge and Security Agreement as set forth in subsection 4.1 thereof: (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by the Grantor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. The Grantor hereby agrees that the permitted use by the Secured Party, for the ratable benefit of the Beneficiaries and the other Holders of the Secured Obligations, of the Patent and Trademark Collateral shall be worldwide without any liability for royalties or other related charges from the Secured Party, the Lenders or the other Holders of the Secured Obligations to the Grantor.

**6.2. *Use and Protection of Patent and Trademark Collateral.*** Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantor may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of its business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of the Grantor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of the Grantor are necessary or appropriate to permit the Grantor to continue to do so.

**ARTICLE VII.  
MISCELLANEOUS PROVISIONS**

**7.1. *Incorporation of Agreements.*** Each and all of the provisions of the Borrower Pledge and Security Agreement shall apply to this Agreement, *mutatis mutandis*.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor and Secured Party have executed this Borrower Patent and Trademark Security Agreement as of the day and year first above written.

**GRANTOR**

**SPECIAL METALS CORPORATION,**  
a Delaware corporation

By: Donald C. Darling  
Name: Donald C. Darling  
Title: V.P. Admin and C.F.O.

**SECURED PARTY**

Accepted and agreed as of  
the day and year first above written:

**CREDIT LYONNAIS NEW YORK BRANCH,**  
as Agent

By: Mark Koneval  
Name: Mark Koneval  
Title: V.P.

Certificates of Acknowledgement

My Commission Expires:

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, Kathleen T. Casey, a Notary Public of Westchester County, do hereby certify that Donald C. Quilley, personally appeared before me this day and acknowledged that he/she is V.P. Admin. and C.A.U. of Special Metals Corp., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its \_\_\_\_\_, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 28th day of October, 1998.

Kathleen T. Casey  
Notary Public

My Commission Expires: 1/27/2000

**KATHLEEN T. CASEY**  
Notary Public, State of New York  
No. 4840674  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires January 27, 2000

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, Kathleen T. Casey, a Notary Public of Westchester County, do hereby certify that Mark Keneval, personally appeared before me this day and acknowledged that he/she is V.P. of Credit Lyonnais, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its \_\_\_\_\_, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 27th day of October, 1998.

Kathleen T. Casey  
Notary Public

My Commission Expires: 1/27/2000

**KATHLEEN T. CASEY**  
Notary Public, State of New York  
No. 4840674  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires January 27, 2000

**BORROWER PATENT AND TRADEMARK  
SECURITY AGREEMENT**

**SCHEDULE I (a)  
REGISTERED U.S. PATENTS**

"Method for Melting and Feeding Molten Metal at Controlled Rate and Temperature"	4,264,062	04/28/81
"Process for Producing a Shape Memory Effect Alloy Having a Desired Transition Temperature"	4,310,354	01/12/82
"Apparatus for Fine Grain Casting and Fine Grain Casting Method"	4,261,412	04/14/81
"Treating Nickel Base Alloys"	4,253,884	03/03/81
"Treating Nickel Base Alloys"	4,253,885	03/03/81
"Silver-Tin-Copper-Palladium Alloy and Amalgam Thereof"	4,374,085	02/15/83
"Low Thermal Expansion Nickel-Iron Base Alloy"	4,190,437	02/26/80
"Method for Producing Amalgamable Alloy and Alloy Produced Thereby"	4,664,855	05/12/87
"Electric Arc Remelting"	5,103,458	04/07/92
"Dental Alloy and Amalgam Thereof"	5,185,125	02/09/93

0403701.03 10/25/98

**TRADEMARK  
REEL: 1820 FRAME: 0362**

"Amalgamable Composition and Method of Production"	5,354,353	10/11/92
"High Strain Rate Deformation of Nickel- Base Superalloy Compact"	5,451,244	09/19/95
"Amalgamable Composition and Method of Production"	5,490,870	02/13/96

**SCHEDULE II (a)**

**REGISTERED U.S. TRADEMARKS AND PENDING TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>DATE</u>
UDIDENT & Design	1,134,416	05/06/80	MAY 06, 2000
UDIMAR	764,938	02/18/64	FEB 18, 2004
UDIMET	762,185	12/31/63	DEC 31, 2003
UDIMET & Design	614,214	10/18/55	OCT 18, 2005
VERTX	904,586	12/22/70	NOV 19, 2000
VERTX (design)	905,013	12/29/70	NOV 19, 2000

**SCHEDULE II (b)**

**UNREGISTERED U.S. TRADEMARKS**

None