

07-14-1999



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7/12/99

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

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
04091999

Name

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)

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other

Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

07/12/1999 MTHA11 00000242 2115246

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

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: 001926 FRAME: 0491

**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" value="2115246"/>	<input type="text" value="2144614"/>	<input type="text" value="2206529"/>
<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"/>	<input type="text"/>	<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.

David E. Boundy  
Name of Person Signing

*David E. Boundy*  
Signature

July 9, 1999  
Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 9, 1999 is made by Luxfer Overseas Holding Limited, a company incorporated under the laws of England and Wales with an office at The Victoria Harbour City, Salford Quays, Manchester M5 2SP, United Kingdom ("Luxfer Overseas"), BA Holdings Inc., a Delaware corporation with an office at 3016 Kansas Avenue, Riverside, California 92507 ("BA Holdings") and certain of its Subsidiaries signatories hereto (collectively with Luxfer Overseas and BA Holdings, the "Grantors"), in favor of The Governor and Company of The Bank of Scotland ("BOS"), as security agent (the "Security Agent") for the banks (the "Banks") party to the Facilities Agreement (as defined in the Security Agreement referred to below).

WHEREAS, each Grantor has entered into a Security Agreement dated April 9, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Security Agent, the Banks party thereto and others. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings defined in the Security Agreement.

WHEREAS, each Grantor has granted to the Security Agent, under and subject to the terms of the Security Agreement, a security interest in all right, title, and interest to certain intellectual property rights of the Grantors, and has agreed to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. The said intellectual property rights consist of the following:

- (i) The United States, international, and foreign patents and patent applications, and patent licenses set forth on Schedule V(A) to the Security Agreement together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule V(B) to the Security Agreement hereto (the "Trademarks");
- (iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth on Schedule V(C) of the Security Agreement (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover such damages; and

(v) any and all proceeds of the foregoing. -

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUXFER OVERSEAS HOLDINGS  
LIMITED

By B. Gordon Purves  
Name: BRIAN GORDON PURVES  
Title: DIRECTOR

BA HOLDINGS INC.

By B. Gordon Purves  
Name: BRIAN GORDON PURVES  
Title: DIRECTOR

HART METALS, INC.

By B. Gordon Purves  
Name: BRIAN GORDON PURVES  
Title: AUTHORIZED SIGNATORY

HYDROSPIN, INC.

By B. Gordon Purves  
Name: BRIAN GORDON PURVES  
Title: AUTHORIZED SIGNATORY

LUXFER INC.

By B. Gordon Purves  
Name: BRIAN GORDON PURVES  
Title: AUTHORIZED SIGNATORY

**Schedule V**

**PATENTS, TRADEMARKS AND  
TRADE NAMES, COPYRIGHTS AND LICENCES  
Schedule V(A) - Patents and Patent Applications**

<u>Grantor</u>	<u>Patents</u>	<u>Country</u>	<u>Patent No.</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Hart Metals Inc.	Desulfurizing reagent for hot metal, slag forming burnt lime, fluorspar, coke or graphite, magnesium powder	U.S.	4,738,715			
Hart Metals Inc.	Grinder for reducing magnesium ingots into chips or powder - has ingots arranged end-to-end, each having wedge shaped interlocking end profile for complementary recess	CANADA	1,172,424			
Hart Metals Inc.	Method of grinding magnesium ingots and such ingots	U.S.	4,351,484			
Hart Metals Inc.	Method for the continuous manufacture of finely divided metals, particularly magnesium; unclogging the atomizer with a magnesium oxide abrasive	U.S.	4,374,633			
Hart Metals Inc.	Method for the continuous manufacture of finely divided metals, particularly magnesium; unclogging the atomizer with a magnesium oxide abrasive	U.S.	4,439,379			

**Schedule V(B) - Trademarks, Service Marks, applications, and registrations**

<u>Grantor</u>	<u>Trademarks and Trade Names</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Luxfer Inc.	Advanced Inspection Technology	U.S.			75/082,903	April 3, 1996	
Luxfer Inc.	Visual Plus	U.S.		2,115,246	75/082,904	April 3, 1996	November 25, 1997
Luxfer Inc.	Design Only (5 Arrows)	U.S.		2,144,614	75/263,984	March 26, 1997	March 17, 1998
Luxfer Inc.	Luxfer	U.S.		2,206,529	75/263,991	March 26, 1997	December 1, 1998
Luxfer Inc.	<i>Other Operating Names:</i> Luxfer USA Limited Superform USA Inc. Melberk, Inc.						
Magnesium Elektron, Inc.	<i>Trade Names:</i> British Aluminum Plate BA Plate Magnesium Elektron <i>Other Operating Names:</i> Reade Manufacturing Company						
BA Holdings, Inc.	<i>Other Operating Names:</i> Sundance Holdings I, Inc.						