

07-15-1999

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



101091278

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MRS 7-12-99

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/15/1999 DNGUYEN 00000080 410471

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 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. 20221
TRADEMARK

REEL: 001927 FRAME: 0315

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)

<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"/>

Registration Number(s)

<input type="text" value="410471"/>	<input type="text" value="793291"/>	<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.

Thomas J. Edgington

Name of Person Signing

Signature

7-12-99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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FULL RELEASE

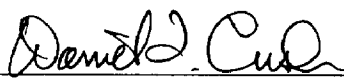
This Full Release is made as of this 13th day of April, 1999, by **SECURITY PACIFIC BUSINESS CREDIT, INC.**, as agent for certain lenders (in such capacity as agent, the "Agent").

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Agent covenants that it is the assignee under a certain Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses, dated February 14, 1990, executed by **NATIONAL FORGE COMPANY** and **INDUSTRIAL MATERIALS TECHNOLOGY, INC.** (collectively, the "Assignors"), and recorded in the United States Patent and Trademark Office on June 8, 1990 in Reel 5383, Frame 0001, and the Agent does hereby release and discharge its security interest in all of the collateral assigned to the Agent by the Assignors pursuant to said instrument, including without limitation all patents, trademarks, copyrights and licenses included in said collateral.

This Full Release shall be binding upon the Agent and its legal representatives, assigns and successors.

IN WITNESS WHEREOF, the Agent has caused this instrument to be executed on this 13th day of April, 1999.

SECURITY PACIFIC BUSINESS CREDIT, INC.,
as Agent for the Lenders

By: 
Name: Daniel T. Cushing
Title: Senior Vice President

CONTINUING SECURITY INTEREST AND CONDITIONAL
ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Assignment") is made as of this 14th day of February, 1990, by National Forge Company, a Delaware corporation, and Industrial Materials Technology, Inc., a Delaware corporation (collectively, the "Assignors"), in favor of Security Pacific Business Credit Inc., a Delaware corporation, ("Security Pacific") in its capacity as agent ("Agent") for the Lenders under the Loan Agreement as described herein, including without limitation Security Pacific (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith (the "Loan Agreement") among Assignors, the Lenders and the Agent, the Lenders have agreed to make certain loans to the Assignors in an aggregate principal amount of up to \$53,500,000; and

WHEREAS, the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) grant to the Agent, for the ratable benefit of the Lenders, a security interest in certain of the Assignors' assets, including, without limitation, the patents, patent rights and applications therefor, trademarks, trademark registrations and applications therefor, copyrights and all

REEL 5383 FRAME 003

applications and registrations therefor, license rights and goodwill of the Assignors;

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors agree as follows:

1. Incorporation of Loan Agreement. The definitions contained in the Loan Agreement are hereby incorporated herein in their entirety by this reference thereto, and any and all capitalized terms used but not defined herein are used with the meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Assignors hereby grant to the Agent, for the ratable benefit of the Lenders, a security interest, effective immediately, in the Assignors' entire right, title and interest in and to all of their now owned or existing and hereafter acquired or arising:

(i) United States and foreign patents and patent applications, including, without limitation, the patents and patent applications described and claimed in the Loan Agreement and listed on Schedule A attached hereto and made a part hereof, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign patents and patent applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing

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are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) trademarks, service marks, trademark registrations, tradenames, and trademark applications, including, without limitation, the trademarks, trademark registrations, and applications described and claimed in the Loan Agreement and listed on Schedule B attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks, trademark registrations and trademark applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) copyrights, including, without limitation, the copyrights and applications described and claimed in the Loan Agreement and listed on Schedule C attached hereto and made a part hereof and the renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all copyrights and copyright applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter referred to as the "Copyrights");

(iv) any license agreement in which the Assignors are or become licensed to use a patent, trademark, copyright or the know-how of any other person including, without limitation, the license agreements described and claimed in the Loan Agreement and

listed on Schedule D attached hereto and made a part hereof ("Licenses"); and

(v) the goodwill of the Assignors' business connected with and symbolized by the Trademarks.

3. Assignment of Patents. In addition to all other rights granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement, all other Loan Documents and this Assignment, the Assignors hereby conditionally assign, transfer and set over to the Agent, for the ratable benefit of the Lenders, for collateral purposes only, the Assignors' entire right, title and interest in and to all Patents and any renewal, re-issuance or extension of such letters patent, including, without limitation, the Patents that may pertain to the Collateral.

4. Assignment of Copyrights, Trademarks and Goodwill. In addition to all other rights granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement, all other Loan Documents and this Assignment, the Assignors hereby conditionally assign, transfer, and set over to the Agent, for the ratable benefit of the Lenders, for collateral purposes only, the Assignors' entire right, title and interest in and to all Copyrights, Trademarks and the goodwill of such Assignors' business connected with and symbolized by the Trademarks.

5. Assignment of Licenses. In addition to all other rights granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement, all other Loan Documents and this Assignment, the Assignors hereby conditionally assign, transfer and set over to the Agent, for the ratable benefit of the Lenders, for

collateral purposes only, to the extent assignable under and without violation of or creation of a default under the operative license, any and all rights of the Assignors under any license agreement with any other party, whether the Assignors are a licensor or licensee under such license, and the right to prepare for sale, sell and advertise for sale, all collateral now or hereafter owned by the Assignors and now or hereafter covered by any such license and agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which could materially and adversely affect the validity or enforcement of the rights transferred to the Agent, for the ratable benefit of the Lenders, under this Assignment, which rights are used or usable in the conduct of such Assignors' businesses. The Assignors hereby covenant that they will immediately notify the Agent, for the ratable benefit of the Lenders, if any Patent, Trademark or Copyright shall at any time hereafter become subject to such a license agreement and that they will promptly provide the Agent, for the ratable benefit of the Lenders, with full identification thereof and with such further documentation as the Agent, for the ratable benefit of the Lenders, may reasonably request to accomplish or assure the accomplishment of the purposes of this Section 5.

6. Royalties; Terms. The Assignors hereby agree that if this Assignment should become effective as provided in the last sentence of this Section, the use by the Agent, for the ratable benefit of the Lenders, of all Patents, Copyrights, Trademarks and

REEL 5383 FRAME 007

Licenses as described above shall be worldwide and without any liability for royalties or other related charges from the Agent, for the ratable benefit of the Lenders, to the Assignors. The term of the assignments and security interests granted herein shall extend until the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, or until the Obligations have been finally paid in full and the Loan Agreement terminated, whichever first occurs. Notwithstanding anything to the contrary herein or in any other agreement between the parties, the assignments pursuant to Sections 3, 4 and 5 hereinabove shall only become effective upon the occurrence of an "Event of Default" (as defined in the Loan Agreement and the other Loan Documents) such that the Agent shall declare any or all of the Obligations, as defined in the Loan Agreement, to be or such Obligations have otherwise become, immediately due and payable under the Loan Agreement or Loan Documents.

7. Termination of Security Interest. The Agent, for the ratable benefit of the Lenders, hereby covenants and agrees to execute and deliver to the Assignors an assignment or other written document, in a form reasonably acceptable to the Assignors, releasing the assignment to, and security interest of, the Agent, for the ratable benefit of the Lenders, in and to the Patents, Copyrights, Trademarks, and Licenses upon the termination of the assignments and security interests granted herein pursuant to the terms hereof, and with respect to any Patent, Copyright, Trademark or License affected, upon the occurrence of any transaction contemplated in Section 9.9(a)(iii) of the Loan Agreement.

REF 5383 FRAME 008

8. Reports of Applications. The United States and foreign Patents, Trademarks, Copyrights and Licenses constitute all of the patents, trademarks, copyrights, applications and licenses now owned by the Assignors. The Assignors shall provide the Agent, for the ratable benefit of the Lenders, on a quarterly basis with a list of all new applications for United States and foreign letters patent, registered trademarks, copyrights and licenses obtained by Assignor and a list of the issuance of any letters patent and/or registered trademarks or copyrights on its applications, which new applications, patents, trademarks, copyrights and licenses shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

9. Effect on Loan Agreement; Cumulative Remedies. The Assignors acknowledge and agree that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent, for the ratable benefit of the Lenders, under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent, for the ratable benefit of the Lenders, with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Loan Agreement, by the Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. If no Event of Default has occurred and the Agent has not accelerated the Obligations or the Obligations have not otherwise become accelerated, the Assignors' right to use the Patents, Trademarks, Copyrights and Licenses will not be restricted. This Agreement is not intended to restrict the

REEL 5383 FRAME 009

Assignors' use of the Patents, Trademarks, Copyrights and Licenses collectively assigned hereunder in the absence of an Event of Default and an acceleration of the Obligations.

10. Binding Effect; Benefits. This Assignment shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Agent, for the ratable benefit of the Lenders, and their respective successors and assigns.

11. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

REEL 5383 FRAME 10

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first above written.

NATIONAL FORGE COMPANY

By: John G. Kaedeh
Title: V.P. & C.F.O.

INDUSTRIAL MATERIALS TECHNOLOGY,
INC.

By: John G. Kaedeh
Title: Treasurer

SECURITY PACIFIC BUSINESS CREDIT
INC., individually and as Agent
for the Lenders

By: Maxim W. Spencer
Title: Vice President

REEL 5383 FRAME 11

STATE OF Illinois)
COUNTY OF Cook) SS

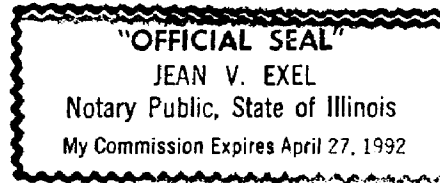
The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this 14th day of February, 1990 by John G. Koedel, personally known to me to be the Vice President of National Forge Company, a Delaware corporation, for the ratable benefit of such corporation.

(SEAL)

Jean V. Exel
NOTARY PUBLIC

My commission expires:

4/27/92



REEL 5383 FRAME 012

STATE OF Illinois)
COUNTY OF Cook) SS

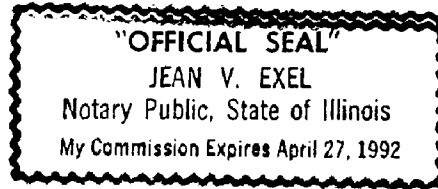
The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this 14th day of February, 1990 by John G. Koedel, personally known to me to be the Treasurer of Industrial Materials Technology, Inc., a Delaware corporation, for the ratable benefit of such corporation.

(SEAL)

Jean V. Exel
NOTARY PUBLIC

My commission expires:

4/27/92



REEL 5383 FRAME 13

Schedule A

National Forge Company Patents:

<u>Patent No.</u>	<u>Country</u>	<u>Expiration Date</u>	<u>Case No.</u>
3,730,666	U.S.	5/1/90	NF-34
3,740,169	U.S.	6/19/90	NF-26
3,772,918	U.S.	11/20/90	NF-49
3,779,277	U.S.	12/18/90	NF-46
3,782,203	U.S.	1/1/91	NF-45
3,824,051	U.S.	7/16/91	NF-61
3,832,103	U.S.	8/27/91	NF-63
3,869,233	U.S.	3/4/92	NF-75 DIV
3,002,589	U.S.	5/13/92	NF-63 DIV
3,922,527	U.S.	11/25/92	NF-82
2,461,216	W. Germany	12/23/92	NF-76 (W. Ger.)
3,931,382	U.S.	1/6/93	NF-75 Cont.
3,970,208	U.S.	7/29/93	NF-76
3,971,876	U.S.	7/27/93	NF-82 DIV I
3,973,886	U.S.	8/10/93	NF-85
212,817	Argentina	10/13/93	NF-83 (Argen.)
1,483,348	U.K.	12/28/93	NF-76 (U.K.)
4,000,235	U.S.	12/28/93	NF-78
4,007,325	U.S.	2/8/94	NF-90
4,011,430	U.S.	3/8/94	NF-89
4,013,394	U.S.	3/22/94	NF-80
4,063,941	U.S.	12/20/94	NF-98
823,893	Belgium	12/27/94	NF-76 (Bel.)
4,066,868	U.S.	1/3/95	NF-82 DIV II
4,077,285	U.S.	3/7/95	NF-81
4,093,100	U.S.	6/6/95	NF-83
1,056,317	Canada	6/12/96	NF-83 (Can.)
570,448	Australia	4/13/00	NF-104 (Aust.)
4,599,502	U.S.	7/8/03	NF-102
4,601,322	U.S.	7/22/03	NF-104
4,602,769	U.S.	7/29/03	NF-106
4,608,851	U.S.	9/2/03	NF-103
4,714,498	U.S.	12/22/04	NF-112
4,714,499	U.S.	12/22/04	NF-113
4,781,768	U.S.	11/1/05	NF-113 CIP
4,818,301	U.S.	4/4/06	NF-112 CIP
4,861,549	U.S.	8/29/06	NF-115
164,775	Europe	5/6/05	
85/3537	S. Africa	5/10/05	

REEL 5383 FRAME 14

Industrial Materials Technology, Inc. Patents:

<u>Patent No.</u>	<u>Country</u>	<u>Expiration Date</u>	<u>Case No.</u>
3,830,603	U.S.	8/20/91	NF-73
3,931,375	U.S.	1/6/93	NF-73 DIV

National Forge Company Patent Applications:

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Case No.</u>
291,509	U.S.	12/29/88	117

Industrial Materials Technology, Inc. Patent Applications:

None

REEL 5383 FRAME 15

Schedule B

National Forge Company Trademarks:

(See attached)

Industrial Materials Technology, Inc. Trademarks:

None

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NATIONAL FORGE COMPANY
 TRADEMARK REGISTRATIONS COVERING
THE MARK NF IN CIRCLE

<u>Country</u>	<u>Registration No.</u>	<u>Class</u>
Brazil	608,796,638	Metals
Argentina	968,701	Metals
Argentina	968,723	Isostatic Presses
Australia	B 222,770	Metals
Australia	B 222,771	Isostatic Presses
Benelux	69,392	Metals
Brazil	6,879,663A0	Metals
Brazil	6,879,663B9	Isostatic Presses
Canada	165,412	Metals
China (PRC)	214,066	Metals
China (PRC)	216,999	Metals
France	1,474,941	Metals
Germany	861,873	Metals
India	252,849 B	Metals
India	252,85 0B	Isostatic Presses
Italy	51,62	Metals
Japan	1,265,271	Metals
Mexico	302,430	Machines (Isostatic Presses)
Sweden	134,040	Isostatic Presses
Switzerland	235,758	Metals
Great Britain	B932,472	Isostatic Presses
USA	410,471	Metals
USA	793,291	Isostatic Presses

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Schedule C

National Forge Company Copyrights:

None

Industrial Materials Technology, Inc. Copyrights:

None

REEL 5383 FRAME 018

JUN -8 1990

Schedule D

National Forge Company License Agreements:

License Agreement dated August 1, 1981 between Edward J. Dunn, Jr. and National Forge Company as amended on December 28, 1982 and January 15, 1986 whereby by Dunn grants to National Forge an exclusive license under U.S. Patent number 4,233,064 for a process used in the design of billets. The Agreement will terminate on December 31, 1999.

Industrial Materials Technology, Inc. License Agreements:

License Agreement dated August 4, 1987 between The Charles Stark Draper Laboratory, Inc. ("Licensor") and Industrial Materials Technology ("Licensee") whereby Licensor grants to Licensee a non-exclusive license under U.S. Patents numbered 4,533,407, issued August 6, 1985, and 4,628,809, issued December 16, 1986, both entitled "Radial Orientation Rare Earth-Cobalt Magnet Rings (825/901)." The Agreement will terminate upon the expiration of the Patents.

Cross-Licensing and Settlement Agreement, dated November 26, 1984, among Howmet Turbine Components Corporation ("Howmet"), Industrial Materials Technology, Inc. ("IMT") and National Forge Company ("NFC") whereby Howmet grants to IMT a non-exclusive license to make, use and sell HIPing services under U.S. Patent number 4,021,910 and its foreign counterparts and NFC grants to Howmet a non-exclusive license to make, use and sell HIPing Services under U.S. Patent 3,496,624. Rights under this Agreement continue through the expiration of the applicable patents.

REEL 5383 FRAME 019