

10-23-2000

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



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-6-00

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
09 29 00

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

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 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

FOR OFFICE USE ONLY

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: 002159 FRAME: 0035

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.

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="2002514"/>	<input type="text" value="1925042"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2002515"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1962014"/>	<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.

Pamela A. Payne

Name of Person Signing

Pamela A. Payne

Signature

10/02/00

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights ("Assignment") is made and entered into as of September 29, 2000 (the "Effective Date") by and between Engelhard Corporation, a corporation organized and existing under the laws of the State of Delaware ("Assignor") and Wolverine Joining Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, the parties have entered into an Asset Sale and Purchase Agreement dated as of August 28, 2000 as amended by the First Amendment to the Asset Sale and Purchase Agreement dated as of September 29, 2000 (collectively the "Purchase Agreement") pursuant to which Assignor sells to Assignee certain Transferred Assets relating to the Business (as those terms are defined in the Purchase Agreement); and

WHEREAS, included within the Transferred Assets is certain Intellectual Property (as that term is defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to convey the Intellectual Property to the Assignee to the extent of its rights therein; and

WHEREAS, Assignor desires to assign all of Assignor's rights in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Intellectual Property, including, without limitation, all right, title and interest in, to, and under the intellectual property listed on Exhibit A hereto. Assignor further covenants to cooperate, at the expense of Assignee, with any efforts by Assignee to secure and perfect its rights under this Assignment, including, without limitation, the preparation and filing of registration documents.

2. Cooperation. Assignor hereby agrees that it will, at Assignee's expense, cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be reasonably necessary or desirable for transferring to Assignee all right, title and interest in and to the Intellectual Property.

3. Entire Agreement. This Assignment, the Purchase Agreement and the side letters with respect to intellectual property entered into on September 29, 2000 constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

4. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Delaware. Any action brought by Assignee for the enforcement, or to seek redress for the breach, of this Assignment may be brought in the courts located in Delaware. Assignor consents to the jurisdiction of such courts for such actions. This consent is not a waiver of any rights of Assignor to remove any action to federal court as allowed by law.

* * *

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

ENGELHARD CORPORATION

By: David M. Wexler

Name: David M. Wexler

Title: Vice President

ASSIGNEE:

WOLVERINE JOINING TECHNOLOGIES, INC.

By: James E. Deason

Name: James E. Deason

Title: Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, Stella L. Marotta, a Notary Public in and for said County in said State, hereby certify that David Wexler, whose name as Vice President of Engelhard Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24th day of September, 2000.

Stella L. Marotta
Notary Public

My commission expires:

STELLA L. MAROTTA
Notary Public, State of New York
No. 24-2544150
Qualified in Kings County
Commission Expires April 30, 2001

Exhibit A
Intellectual Property Rights

Registered Trademarks

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
Silvabraze	Venezuela	119,139
Silvabrite	Venezuela	126,348
Silvabrite	U.S.	2,002,515
Silvaloy	Venezuela	133,035
Silvaloy	U.S.	2,002,514
Ultra Flux	U.S.	1,962,014
Ultra Flux	Venezuela	137,258 (registered in England Ultra Flux)
Silvabrite 100	Japan	2,230,640
Silvabrite 100	Canada	372,715
Silvabrite 100	U.S.	1,925,042
Black Flux	Venezuela	119,140 (registered in England Black Flux)

Unregistered Trademarks

1. 100 Flux
2. Capalloy
3. CV Flux
4. Econobrite
5. Liquid Blue Flux
6. Lo Ultra Flux
7. Plymetal
8. Refrigaloy

9. Silvaloy Excel

10. Silvabraze (U.S.)