

05-09-2001



101711419



05-01-2001

U.S. Patent & TMOfo/TM Mail Rpt. Dt. #40

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 5-1-01

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

U.S. PATENT & TRADEMARK OFFICE
RECEIVED
JUL 11 10 25 AM '01
MAIL ROOM
FEE PROCESS.

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/AK/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

05/09/2001 T01A21 00000064 1561073
01 FD:481 49.00 BP

FOR OFFICE USE ONLY

40E

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: 002290 FRAME: 0568

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="1961073"/>	<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.

James E. Shlesinger
Name of Person Signing


Signature

May 1, 2001
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of :
N.V. BEKAERT S.A. :
Registration No. 1,961,073 :
Issued: March 5, 1996 :
Mark: DYLYN :

POWER OF ATTORNEY
AND
APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Sir:

Please recognize James E. Shlesinger, member of the Bar of the Commonwealth of Virginia, and the firm of SHLESINGER, ARKWRIGHT & GARVEY, 3000 South Eads Street, Arlington, Virginia 22202, as attorneys to prosecute this registration with full power of substitution and revocation, to transact all business in the Patent and Trademark Office connected therewith. Please direct all communications in regard to this registration to James E. Shlesinger at (703) 684-5600.

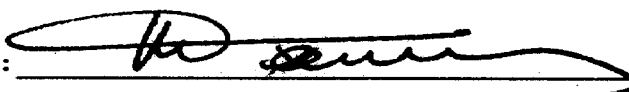
James E. Shlesinger, and the firm of SHLESINGER, ARKWRIGHT & GARVEY LLP, whose postal address is 3000 South Eads

Registration No. 1,961,073

Street, Arlington, Virginia 22202, are hereby designated as
Owner's Representatives on whom notices or process in
proceedings affecting the mark may be served.

Respectfully submitted,
N.V. BEKAERT S.A.

Date: 6th MARCH 2001

By: 

Name: Gary Halmers

Title: Executive Vice President

nsm

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 29th day of September, 2000 by ADVANCED REFRACTORY TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of New York, United States of America, with its principal office at 699 Hertel Avenue, Buffalo, New York, United States of America ("Assignor"), to N.V. BEKAERT S.A., a corporation organized and existing under the laws of Belgium, with its principal office at Bekaertstraat 2, 8550 Zwevegem, Belgium ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee and Bekaert Corporation, dated September 29, 2000 ("Asset Purchase Agreement"), Assignor has agreed to sell to Assignee certain Bekaert-Belgium Purchased Assets (as defined and described in Section 2.1 of the Asset Purchase Agreement), including, without limitation, all of Assignor's right, title and interest in and to that certain Purchased Intellectual Property (as defined and described in Section 2.1b of the Asset Purchase Agreement).

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

1. Assignment. Assignor, having adopted, used, continued to use and being the owner of the trademark now registered in the United States Patent and Trademark Office set forth on Schedule A attached hereto and made a part hereof and any and all common law rights related thereto and all goodwill of the DYLYN Business related thereto (collectively, the "Trademarks"), does hereby grant, sell, convey, transfer, assign and deliver to Assignee and its successors and assigns, all of Assignor's right, title and interest throughout the world, free and

clear of all liens and encumbrances of any kind other than the Assumed Liabilities (as defined in the Asset Purchase Agreement), in and to the Trademarks and registrations thereof, together with all goodwill related to the Trademarks of the DYLYN Business, including, without limitation, the right to claim priority, to make renewal applications thereof and to sue for any infringement, including, without limitation, any infringement occurring prior to the date hereof.

2. Appointment. As to any matter relating to this Assignment, Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, either in its name or in the name of Assignee, as the legal attorney of and for Assignor.

3. Consent to Filing. As to any matter relating to this Assignment, Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like a similar document which may be required in any country or territory for any purpose.

4. Incorporation of Asset Purchase Agreement. This Assignment has been executed and delivered by Assignor pursuant to the Asset Purchase Agreement and is subject to all terms thereof.

5. Amendment. This Assignment shall not be amended except by a written agreement signed by the Party to be charged.

6. Law. THE RIGHTS AND OBLIGATIONS OF ASSIGNOR AND ASSIGNEE UNDER THIS ASSIGNMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, BUT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK,

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 29th day of September, 2000 by **ADVANCED REFRACTORY TECHNOLOGIES, INC.**, a corporation organized and existing under the laws of the State of New York, United States of America, with its principal office at 699 Hertel Avenue, Buffalo, New York, United States of America ("Assignor"), to **N.V. BEKAERT S.A.**, a corporation organized and existing under the laws of Belgium, with its principal office at Bekaertstraat 2, 8550 Zwevegem, Belgium ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee and Bekaert Corporation, dated September 29, 2000 ("Asset Purchase Agreement"), Assignor has agreed to sell to Assignee certain Bekaert-Belgium Purchased Assets (as defined and described in Section 2.1 of the Asset Purchase Agreement), including, without limitation, all of Assignor's right, title and interest in and to that certain Purchased Intellectual Property (as defined and described in Section 2.1b of the Asset Purchase Agreement).

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

1. Assignment. Assignor, having adopted, used, continued to use and being the owner of the trademark now registered in the United States Patent and Trademark Office set forth on Schedule A attached hereto and made a part hereof and any and all common law rights related thereto and all goodwill of the **DYLYN** Business related thereto (collectively, the "Trademarks"), does hereby grant, sell, convey, transfer, assign and deliver to Assignee and its successors and assigns, all of Assignor's right, title and interest throughout the world, free and

UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS.

7. Parties Bound. This Assignment shall be binding upon and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be duly executed by its duly authorized officer on the 29th day of September, 2000.

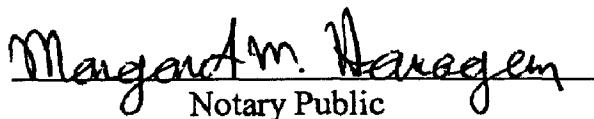
ADVANCED REFRACTORY TECHNOLOGIES, INC.

By: 
Keith A. Blakely

STATE OF NEW YORK)
) ss.
COUNTY OF ERIE)

On the 29th day of September, 2000, before me personally came Keith A. Blakely, to me known, who, being by me duly sworn, did depose and say that he resides at 63 Morris Avenue, Buffalo, New York; that he is the President of Advanced Refractory Technologies, Inc., the corporation described in and which executed the within instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

MARGARET M. HANAGAN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/15/2001


Notary Public

475936v3

SCHEDULE A

1. **Trademark - United States Federal Registration -**

<u>Mark</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
DYLYN	1,961,073/March 5, 1996	Low friction, high adherence coating for use on metal, semiconductors, ceramics, glass, plastic, composites of the foregoing materials and forms of carbon, namely diamond, diamond-like materials, graphite and glassy carbon materials to impart or enhance protective, electrical, optical or wear properties