

09-07-2001

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



8-17-01

REC-101838113

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

Name A.P. Green Refractories, Inc.

Execution Date  
Month Day Year  
02 25 2000

Formerly \_\_\_\_\_

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other \_\_\_\_\_

☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Resco Products, Inc.

DBA/KA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1302 Conshohocken Road

Address (line 2) \_\_\_\_\_

Address (line 3) Norristown PA 19404  
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other \_\_\_\_\_

☒ Citizenship/State of Incorporation/Organization Pennsylvania

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.)

09/05/2001 DBYRNE 00000072 1821368

FOR OFFICIAL USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

0000105361

Total:

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 information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002362 FRAME: 0811

**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 Lewis F. Gould, Jr.Address (line 1) Duane Morris & Heckshcer, LLPAddress (line 2) One Liberty PlaceAddress (line 3) Philadelphia, PA, 19103-7396

Address (line 4) \_\_\_\_\_

**Pages**Enter the total number of pages of the attached conveyance document  
including any attachments.# 3**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)**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>1821368</u>	<u>0853975</u>	<u>1488477</u>
<u>0714048</u>	<u>0843520</u>	<u>1640495</u>
<u>1167317</u>	<u>0865187</u>	_____

**Number of Properties** Enter the total number of properties involved.# 8**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 285

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:

# 041679

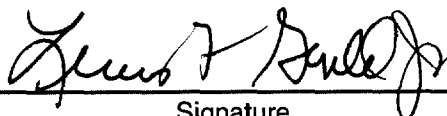
Authorization to charge additional fees:

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.

Lewis F. Gould, Jr.

Name of Person Signing



Signature

August 13, 2001

Date Signed

### ASSIGNMENT OF U.S. TRADEMARKS

This Assignment, effective February 25, 2000, between the undersigned, **A.P. Green Refractories, Inc.**, a Delaware corporation, with its principal place of business located at Green Boulevard, Mexico, Michigan 65265 (the "Assignor"), and **Resco Products, Inc.**, a Pennsylvania corporation, with its principal place of business at 1302 Conshohocken Road, Norristown, Pennsylvania 19404 (the "Assignee"), transfers and assigns from Assignor to Assignee, for the United States, its territories and possessions, all right, title, and interest in and to the marks and the U.S. registrations for the marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

WHEREAS, North American Refractories Company, an Ohio corporation, ("NARCO"), having its headquarters located at Cleveland, Ohio, entered into an Asset Purchase Agreement, dated November 11, 1999, as amended, (the "Agreement"), with Assignee, pursuant to which the Trademarks set forth on Schedule A are to be transferred to Assignee;

WHEREAS, Assignor and NARCO are affiliates; and

WHEREAS, Assignor agrees to transfer the Trademarks set forth on Schedule A to Assignee, pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in the United States of America in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

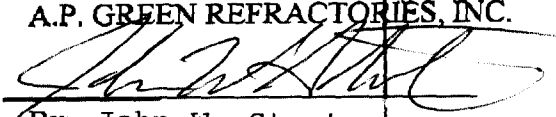
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In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

A.P. GREEN REFRACTORIES, INC.

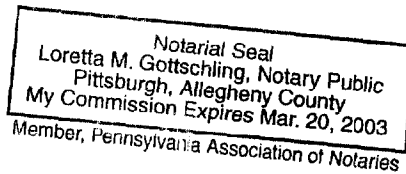
Dated: February 25, 2000

  
By: John W. Stratman  
Title: Vice President & Secretary

STATE OF Pennsylvania :  
COUNTY OF Allegheny : SS.

I, Loretta M. Gottschling, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 25<sup>th</sup> day of February, 2000, appeared before me John W. Stratman, to me personally known, who, being by me duly sworn, did say that he/she is the Vice Pres. + Secretary of A.P. Green Refractories, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 25<sup>th</sup> day of February, 2000.



Loretta M. Gottschling

**EXHIBIT A**

<b>MARK</b>	<b>REG DATE</b>	<b>REG. NO</b>
CONDOR	02/15/1994	1821368
DIBOND	08/06/1968	0853975
EAGLE	05/17/1988	1488477
FERROX	04/18/1961	0714048
GR	02/06/1968	0843520
GR-FG	04/09/1991	1640495
GREFCHEM	09/01/1981	1167317
PERATEX	02/25/1969	0865187