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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1/2/02 Texas Instruments Incorporated
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Engineered Materials Solutions, Inc. Internal Address: 39 Perry Avenue, MS04-08 Street Address: City: Attleboro State: MA Zip: 02703
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 11/13/00

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 335,218 1,725,336 2,104,137
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Monica S. Verma, Esq. Name: 3200 National City Center Internal Address: 1900 East Ninth Street Street Address: Cleveland State: OH Zip: 44114 City: State: Zip:

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 90 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 020396
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Monica S. Verma Signature Date 10/17/01

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/07/2002 GT0N11 00000091 020396 335218

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

TRADEMARK REEL: 002417 FRAME: 0584

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**"), dated as of November 13, 2000, is made by and between Texas Instruments Incorporated, a Delaware corporation ("**Assignor**") and Engineered Materials Solutions, Inc., a Delaware corporation ("**Assignee**").

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "**Agreement**"), dated as of September 5, 2000, pursuant to which, among other things, Assignor has agreed to sell to Assignee substantially all of the assets used by Assignor to conduct the business (the "**Business**") of developing, manufacturing and selling specialty clad metals and contacts materials and assemblies; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all of the United States and foreign patents, patent applications, copyrights, trademarks, service marks and trade names listed on Schedule 1.1(g) of the Asset Purchase Agreement (a copy of which is attached hereto as Schedule A and incorporated herein for all purposes) and all trade secrets, processes, formulae, software and know-how and the associated goodwill owned by Assignor and used exclusively in the Business (collectively, including the items on Schedule A hereto, the "Intellectual Property");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein without definition and which are defined in the Agreement shall be used herein with the meaning set forth for such terms in the Agreement.
2. Assignor does hereby sell, transfer, assign and set over unto Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property, free and clear of any Liens, other than Permitted Encumbrances. Said assignment with respect to all trademarks, service marks and trade names that are a part of the Intellectual Property includes an assignment of all goodwill associated with such trademarks, service marks and trade names.
3. Assignor, at Assignee's request, will promptly execute and/or deliver to Assignee all documents reasonably requested by Assignee to confirm and/or effect the transfer of the Intellectual Property from Assignor to Assignee.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the rules and substantive Laws of the Commonwealth of Massachusetts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

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

ASSIGNOR:

BY: Thomas Wroe, Jr.

NAME: Thomas Wroe, Jr.

TITLE: Senior Vice President

DATE: \_\_\_\_\_

ASSIGNEE:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

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

ASSIGNOR:

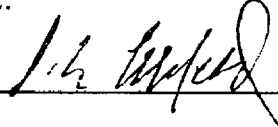
BY: \_\_\_\_\_

NAME: Thomas Wroe, Jr.

TITLE: Senior Vice President

DATE: \_\_\_\_\_

ASSIGNEE:

BY: 

NAME: Stacey Alsfeld

TITLE: President

DATE: \_\_\_\_\_

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

<b>CLASSIFICATION</b>	<b>DESCRIPTION</b>
<p>Patents Specific to the Business (including issued patents and those pending)</p>	<p>Issued Patents (Patent Number):            4,559,089; 5,138,114; 5,435,058; 4,890,083;            4,783,000; 5,653,379; 5,039,335; 5,050,040;            4,894,293; 5,015,533; 5,222,282; 5,209,399;            5,156,923; 5,195,678; 5,553,770; 5,366,139;            5,447,698; 5,516,383; 5,980,658; 6,003,778;            6,096,145; 5,226,989</p> <p>Patents Pending (Serial Number – TI Docket Number):            09/320,093 – A40894.1</p> <p>Patent Applications Pending or Patents Issued in Foreign Countries (Seller Docket Number – Countries):            A17511 – Japan            A15790 – France, Great Britain            A16054 – Canada, Europe (FR, GE, IT, GB)            A16522 – Canada, Europe (FR, GE, IT, GB)            A16733 – Europe (FR, GE, IT, GB)            A16864 – Europe (FR, GE, IT, NE, GB)            A17619 – Europe (FR, GE, IT, NE, GB), Japan, Korea            A17744 – Europe (FR, GE, IT, GB), Japan            A17793 – Europe (FR, GE, IT, GB)            A17871 – Europe (FR, GE, IT, NE, GB)            A18762 – Japan            A18764 – Europe (FR, GE, IT, GB), Japan            A40894 – Europe (FR, GE, IT, NE, GB), Japan            A40906 – Europe (FR, GE, IT, NE, GB), Japan</p>
<p>Patent disclosures (Seller-Attleboro Docket Numbers) awaiting or under consideration for patent filing</p>	<p>41054, 41222, 41228, 41230, 41231, 41244, 41268, 41269, 41270, 41271, 41345, 41437, 41555, 41594, 41595, 41596, 41601, 40702, 40731, 40758, 40862, 40263</p>
<p>Trademarks specific to the Business</p>	<p>DURAFOIL- United States, Class 6            SILVAR – United States, Class 9            TRUFLEX – Argentina, Classes 20, 14, 11 and 6            TRUFLEX – Australia, Class 6            TRUFLEX – Benelux, Class 6            TRUFLEX – Brazil, Class 6            TRUFLEX – Canada, Class 6            TRUFLEX – France, Class 6            TRUFLEX – Germany, Classes 6 and 14            TRUFLEX – Italy, Class 6, Registration No. 613902            TRUFLEX – Japan, Class 6            TRUFLEX – Spain, Class 6</p>

CLASSIFICATION	DESCRIPTION
	TRUFLEX – Sweden, Class 6 TRUFLEX – United Kingdom, Class 6 TRUFLEX – United States, Class 6
Copyrights used by the Business	NONE