

05-20-2002



102095473

FORM PTO-1594

TEET

U.S. DEPARTMENT OF COMMERCE

(7/97)

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):

The J.M. Ney Company

5-13-02

Entity: Delaware Corporation

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

Name: Ney Inc.

Address: 1250 Town Line Road

Mundelein, Illinois 60060

Entity: Illinois Corporation

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Date: March 26, 2002

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No

Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1) 2,040,032 (2) 2,342,244
~~(3) 750,797~~ (4) 749,671

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Chris Bollinger
Schiff Hardin & Waite
P.O. Box 06079
Chicago, IL 60606-0079

Ref. No(s): 05919-0000

6. Total number of trademark applications and registrations involved:

4

7. Total Fee (37 CFR 3.41) \$115.00

A check is enclosed.
Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment.

8. Deposit Account Number:

19-0409

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.

Chris Bollinger
Name of Person Signing

Signature

May 2, 2002
Date

Total number of pages including cover sheet and attached documents: 6

Mail documents to be recorded and required cover sheet information to:

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

05/17/2002 BYRME 00000160 2040032

01 FC:481
02 FC:482

40.00 OP
75.00 OP

OFFICE OF
MAY 13 11:13
FINANCE SECTION
RECORDS

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, The J.M. Ney Company, a Delaware corporation ("Assignor"), and Deringer Acquisition Corp., an Illinois corporation ("Assignee"), among others, have entered into an Asset Purchase Agreement dated as of November 8, 2001 (the "Agreement"); and

WHEREAS, under the Agreement, Assignor agreed to convey to Assignee, all right, title and interest in and to the Purchased Assets, including all Intellectual Property (as those terms are defined in the Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and service mark registrations and applications therefor listed in Schedule A that comprise part of the Purchased Assets (collectively, the "Trademarks"); and

WHEREAS, Assignor owns all right, title and interest in and to the patents and design patents and applications therefor listed in Schedule A hereto that comprise part of the Purchased Assets, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and

WHEREAS, Assignor owns all right, title and interest in and to the copyright registrations listed in Schedule A hereto that comprise part of the Purchased Assets, and all renewals thereof or thereon (hereinafter, collectively, the "Copyrights"); and

WHEREAS, Assignor is the owner of certain right, title and interest in and to various unregistered copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks, domain names and tradenames, and other similar proprietary rights that comprise part of the Purchased Assets (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, Patents, Copyrights and the Common Law Assets (collectively, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

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SCHEDULE A

(2 Pages)

PATENTS

Country/Region	Appl. No.	File Date	Title	Inventors	Status	Patent No.
AUSTRALIA	9868923	10/30/98	High Strength Ag-Pd alloy	Klein, Smith	Pending	
EP	98914606.3	4/7/98	High Strength Ag-Pd alloy	Klein, Smith	Pending	
JAPAN	543085/98	4/7/98	High Strength Ag-Pd alloy	Klein, Smith	Pending	
WO	98US6981	4/7/98	High Strength Ag-Pd alloy	Klein, Smith	Pending	
USA	835665	4/10/97	High Strength Ag-Pd alloy	Klein, Smith	Issued	5,833,774
USA	303244	4/30/99	CU-NI-ZN-PD Alloy	Klein	Issued	6,210,636
AUSTRALIA	0040438	3/30/00	CU-NI-ZN-PD Alloy	Klein	Pending	
WO	00US8331	3/30/00	CU-NI-ZN-PD Alloy	Klein	Pending	
JAPAN	507396/96	7/31/95	AG-PD Alloy	Klein, Smith	Pending	
WO	95US9770	7/31/95	AG-PD Alloy	Klein, Smith	Pending	
EP	95928715.2	7/31/95	AG-PD Alloy	Klein, Smith	Issued	0769075
GERMANY	69517173	7/31/95	AG-PD Alloy	Klein, Smith	Pending	
USA	289509	8/12/94	AG-PD Alloy	Klein, Smith	Issued	5,484,569
USA	09/585208	6/1/00	Confidential	Owzar	Pending	

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Reg. No.	Reg. Date	Title	Owner
TX-5-362-378	2/28/01	Ney Capabilities	The J. M. Ney Company
TX-5-362-689	2/28/01	Electrical Contacts for Signal Applications	The J. M. Ney Company

TRADEMARKS

Country	Mark	Reg. No.	App. No.	Reg. Date
GERMANY	NEY	1,003,095		2/24/78
SWITZERLAND	NEY	382,608		4/1/70
JAPAN	NEYETCH	2,209,929		Expired
USA	NEYETCH	750,797		6/11/63
GERMANY	PALINEY	984,924		4/30/70
JAPAN	PALINEY	1,458,292		3/31/81

Assignment of Intellectual Property Assets

Country	Mark	Reg. No.	App. No.	Reg. Date
SWITZERLAND	PALINEY	382,609		4/1/70
USA	PALINEY	749,671		5/21/63
FRANCE	NEY	95 590 787		10/3/95
GERMANY	NEY	396 07 163		7/16/96
FRANCE	NEY-ORO	95 589 932		9/27/95
ITALY	NEY	718,918	T095C003555	11/24/95
JAPAN	NEY		106315/95	Expired
JAPAN	NEY	3351379	106316/95	10/13/95
USA	NEY	2,040,032	75/010,021	10/18/95
ITALY	NEY-ORO	718,420	T095C002994	10/4/95
ITALY	PALINEY	718,419	T095C002993	7/17/97
GERMANY	NEY ORO	984925		4/30/79
ITALY	NEY	682331		7/2/96
SWITZERLAND	NEY	435385		12/27/95
SWITZERLAND	NEY-ORO	385008		
GREAT BRITAIN	NEY	2146384		9/25/97
GREAT BRITAIN	PALINEY	2146392		9/25/97
GREAT BRITAIN	NEY	2146402		9/25/97
USA	NEY	2,342,244	75/441,615	4/18/00

DOMAIN NAMES

www.jmney.com
www.neyrefining.com

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