

Document 5

TRADEMARKS ONLY

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

1. Name of conveying party(ies): Degussa AG

- Individual(s)
- General Partnership
- Corporation-State Germany
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: SKW Giesserei-Technik GmbH

Internal Address: _____

Street Address: Dr.-Albert-Frank-Str. 32

D 83308 Trostberg, Germany

City _____ State _____ ZIP _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Germany
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designation must be a separate document from Assignment)

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

3. Nature of Conveyance:

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

Execution Date: 12/31/2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/417866,

B. Trademark Registration No.(s) 2,587,022

Additional numbers attached? Yes No

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

Name: John A. Livingstone II

Internal Address: DORSEY & WHITNEY LLP

Street Address: 580 Hansen Way, Suite 200

City Palo Alto State CA ZIP 94304-1017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2319

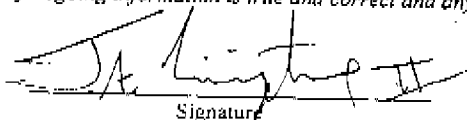
(Attach duplicate copy of this page if paying by deposit account)

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.

John A. Livingstone II
Name of Person Signing


Signature

8/12/03
Date

Total number of pages: 1 Page 1 of 1 Sheet: 1

CH \$65.00 502319 75417866

Ende der Übersetzung / End of Translation

Translator's Remarks:

The particulars enclosed in square brackets and typed in italics have been added by the translator to reflect indications inserted by hand, descriptive information of the document, etc.

Als vom Präsidenten des Landgerichts München I öffentlich bestellter und allgemein beeidigter Übersetzer für die englische Sprache bestätige ich: vorstehende Übersetzung des mir in Anwaltskopie vorgelegten, in deutscher Sprache abgefassten Einbringungsvertrages vom 21. 12. 2001 ist richtig und vollständig.

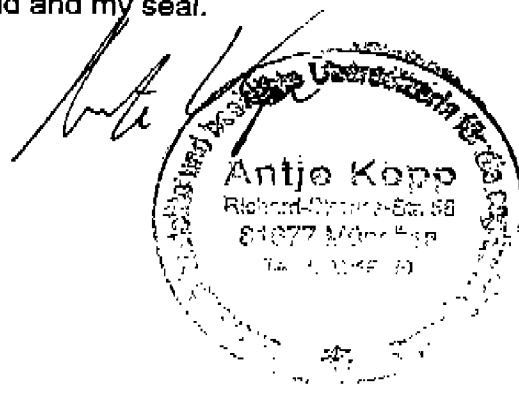
Ausgefertigt in 1 Original.
München, den 27. Mai 2002

In my capacity of a translator of the English language, duly appointed, commissioned and sworn by the President of the Landgericht (Regional Court) Muenchen I, I do herewith certify the foregoing to be a true and complete translation of a Contribution Contract dated December 21, 2001, which is worded in the German language and whereof an attorney's copy has been submitted to me.

IN WITNESS WHEREOF I have hereunder set my hand and my seal.

Made out in 1 original copy.
Muenchen, this 27th day of May 2002

Antje KOPP
Richard-Strauss-Strasse 56/IV
D-81677 Muenchen
Federal Republic of Germany



BEGLAUBTE ÜBERSETZUNG
Certified Translation

of the Contract on Contribution to Capital dated December 21, 2001, concluded by and between
Degussa AG and SKW Metallurgie AG

COMPANY DATA SHEETS

Sheet No.: 13

Full company name as registered

SKW Giesserei-Technik GmbH

Place of registration:

Garching, FRG

Explanations:

Nov. 7, 2000 – acquisition of DH 3.
Vermögensverwaltungs GmbH by SKW Metallchemie
from Degussa-Huels AG

Company Headquarter, Address:

Hart
Fabrikstrasse
84518 Garching a.d. Alz
T: 0 86 34/61-7402
F: 0 86 34/61-7420

Nov. 21, 2000 – change of firm into SKW Giesserei-
Technik GmbH and relocation of the headquarters from
Hanau (Commercial Register at the Local Court of
Hanau, No. HRB 6796) to Garching

President, Managing Directors etc.:

Ernst Weiser
Dr. Werner Hofmann
Power of procuration held by:
Gerhard Ertl
Dr. Manfred Jonuleit
Dr. Detlef Missol
Kurt Siefert

Supervisory Board, Board of Directors etc.

Shareholders:

SKW Metallurgie AG (formerly SKW
Metallchemie GmbH)

Percentage:

100 %

Capital Structure:

25,000 Euro

Registration:

HRB 13331, Local Court Traunstein

Business Unit:

MCH

Executed/amended on:

12/27/2001

.../page 2 of 11 pages

Contract on Contribution to Capital

By and between

Degussa AG, Trostberg Site, Dr.-Albert-Frank-Str. 32
hereinafter referred to as "Degussa"

and

SKW Metallurgie AG, Dr.-Albert-Frank-Str. 32,
83308 Trostberg
- hereinafter referred to as "Company"

the

Contract on Contribution to Capital

set forth hereinbelow is concluded:

I.

Matter of the contribution in kind

(1)

Degussa contributes the industrial property rights defined in more particulars in Annex 1, together with all the appertaining rights and obligations as contribution in kind into the company by way of an increase of the capital reserves.

.../page 3 of 11 pages

(2)

The contribution of the respective business shall be effective *inter partes* as of December 31, 12.00 a.m. (hereinafter referred to as "relevant date"). With effect from the relevant date onwards, the contributed business shall be deemed as conducted for the account of the Company.

(3)

The contribution will be made on the basis of marketable values. The Company will continue these marketable values in the commercial and tax balance sheets. Subsequent modifications of the values shown in the contribution balance sheet, which may be made on the basis of field tax auditing, shall not result in a mutual obligation of equalization.

II.

Contribution

(1)

Degussa and the Company have reached agreement on that ownership of the contributed rights shall pass over to the Company by the relevant date.

III.

Warranty

Any warranty, particularly for the productiveness or marketability and similar aspects with respect to the subject matter of the Contract as identified in item 1.1 shall be precluded.

.../page 4 of 11 pages

IV.

Third parties' rights

Degussa warrants the non-existence of any third parties' rights with respect to the subject matter of the Contract, and particularly the non-existence of licenses issued for the industrial property rights to any third party.

V.

Costs

(1)

Within the relationship *inter partes*, the Company shall defray any and all costs incurred in relation to the subject matter of the Contract, the rights associated therewith and their maintenance, in particular fees for patent maintenance and inventor's compensations to be paid to Degussa employees, as well as the costs incurred by registration of the assignment of rights in the respective registers.

(2)

As far as charges are still pending for settlement by Degussa in the relationship with third parties after the RELEVANT DATE such charges shall be settled among the parties to the present Contract *inter partes*.

.../page 5 of 11 pages

VI.

Entry in registers

The parties to the present Contract agree and engages to take any and all necessary measures in order to achieve a soon registration in the respectively applicable registers.

VII.

Assignment

The parties to the present Contract shall not be permitted to assign to third parties any mutual claims whatsoever, which arise from and under the present Contract. Assignments to enterprises affiliated with Degussa shall be excepted from this ruling.

VIII.

Succession In title

For the case of sale in part or complete sale or reorganization of Degussa or the Company under the Act on Mergers and Reorganization, Degussa and the Company herewith agree and engage to impose the obligations incumbent on them by and under the present Contract to the acquirers, too. In such a case, however, it must be ensured in contractual form that all rights and obligations will be assigned and executed in unmodified form – with reservation to an agreement drafted otherwise. In the event of non-compliance, the liability of the party being so far a party to the present Contract shall persist.

.../page 6 of 11 pages

IX.

Venue

The parties to the present Contract envisage a settlement of disputes arising from and under the present Agreement out of court. For the case that such a settlement will not be possible, the parties to the present Contract agree on the exclusive jurisdiction of the court in Traunstein competent in terms of the facts, in relation to any and all litigations arising from or under the present Contract.

IX.

Final Provisions

(1)

In the event that some provisions in the present Contract will be or become ineffective or impracticable, for any reasons whatsoever, the parties to the present Contract will replace it by provisions coming as close as possible to such ineffective ones. Such ineffectiveness shall not affect all the other provisions in the present Contract.

(2)

The parties to the present Contract have reached agreement on the fact that all financial obligations deriving from and under the present Contract shall be deemed agreed in Euro as soon as the Euro will have been adopted as the statutory currency in the Federal Republic of Germany. The conversion of Deutsche Mark into Euro shall be made on the basis of the official parity. The parties have furthermore agreed on the fact that the conversion from Deutsche Mark to Euro does not constitute a cause for termination or cancellation of the Contract or for rescissory action and does not create any claim to an amendment of the Contract or subsequent negotiation of the Contract as a whole or of isolated provisions therein.

.../page 7 of 11 pages

(3)

Any amendments of and supplements to the present Contract shall not be effective except in writing. The same ruling shall also apply to a deviation from the requirement of the written form.

(4)

The Annexes hereto constitute an essential element of the present Contract.

(5)

The present Contract will be made out in two copies, with either party to the present Contract receiving one copy each.

Trostberg, December 21, 2001

[sg'd.] per pro Lebert

Helmut Lebert
Degussa AG

[sg'd.] per pro Hoensch

Ronald Hoensch
Degussa AG

[sg'd.] M. Pousset

Meinolf Pousset
SKW Metallurgie AG

[sg'd.] per pro G. Ertl

Gerhard Ertl
SKW Metallurgie AG

.../page 8 of 11 pages

Annex 1

of the Contract on Contribution to Capital by and between SKW Metallurgie AG

Patents:

TDM

1.	SKW 439 09/13/84	Ba/Zr-containing inoculation alloys granted in: CA	1
2.	SKW 742 02/13/81	Tiltable vessel for processing cast iron melts granted in: CA	1
3.	SKW 1403 07/20/91	Master alloy for processing cast iron melts granted in: DE	48
4.	SKW 1631 06/02/93	Ceramic filter for metal melts with integrated processing agent granted in: DE	39
5.	SKW 1717 07/05/97	Highly cooled niobium-doped grey cast iron alloy granted in: DE	1

Marks:

1.	Carbex 03/16/70	Inoculation agents for processing cast iron melts registered in: DE	1
2.	Germinoc 12/01/78	Products for processing metal melts registered: IR mark (AT, BE-NL-LU, CH, ES, FR, IT, YU)	4
3.	Globalloy 98/17/78	products for processing metal melts registered in: DE	1
4.	3-D Molded inoculation bodies (cone frustum)	- application pending in: US	2

.../page 9 of 11 pages

Annex 1

5.	3-D Molded inoculation bodies (pyramid frustum) – application pending in: US	2
6.	Inogen 03/07/78	Non-precious metal alloys registered in: DE 2
7.	Tecpro 12/12/78	Products for manufacturing and processing metal melts registered in: CA, US 16
8.	Tecproloy 12/14/79	Master alloys for processing cast iron melts registered in: CA, USA
9.	Tecprosel 07/13/84	Products for manufacturing and processing metal melts registered in: US 2
10.	SKW Metallurgical [entire range of goods in metallurgical chemistry] 12/27/01	application pending in: EU, US 10
11.	SKW Metallurgie [entire range of goods in metallurgical chemistry] 12/28/00	registered in: DE 2

.../page 10 of 11 pages

Annex 2

Contribution balance sheet for industrial property rights of
Degussa AG into SKW Metallurgie AG as per December 31, 2001, 12.00 a.m.

	23/31/2001 DM	23/31/2001 DM
A. Capital assets		
I. Intangible items of property		
Licenses, industrial property rights and similar rights as well as licenses for such rights	152,000.00	152,000.00
	152,000.00	152,000.00
A. Equity Capital		
I. Capital reserves		152,000.00
		152,000.00

Isidore M. Pousset

Meinolf Pousset, Board Member

Isidore pro G. Ertl

Gerhard Ertl, authorized officer