RE( FORM PTO-1594 U.S. DEPARTMENT OF COMMERCE (7/97)Patent and Trademark Office To the Honorable Commissioner of Paterus and Tradernation 102453812 1. Name of conveying party(ies): 5 - 19 = 32. Name and address of receiving party(ies): The J.M. Ney Company Name: Ney Inc. Entity: Delaware corporation Address: 1250 Town Line Road Additional name(s) of conveying party(ies) attached? Mundelein, IL 60060 □ Yes ⋈ No 3. Nature of conveyance: Entity: Illinois corporation ☐ Assignment □ Merger ☐ Security Agreement ☐ Change of Name If assignee is not domiciled in the United States, an appointment ☑ Other: Corrected Assignment/corrects assignment of domestic representative is attached: ☐ Yes ☐ No previously recorded at Reel/Frame: 002509/0023 (a copy of which is attached) Additional name(s) & address(es) attached: ☐ Yes ☑ No Date: November 18, 2002 4. Application or Registration number(s): B: Trademark Registration No.(s) Trademark Application No.(s) 2,040,032 2,342,244 Additional numbers attached? ☐ Yes ☑ No 5. Name and address of party to whom correspondence 6. Total number of trademark applications concerning document should be mailed: and registrations involved: Peggy L. McBride, Trademark Paralegal 7. Total Fee (37 CFR 3.41) . . . . . . . . . . . \$90.00 Schiff Hardin & Waite P.O. Box 06079 A check is enclosed. Chicago, IL 60606-0079 Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment. Ref. No(s).: 05919-0000 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. May 13, 2003 Chris Bollinger Name of Person Signing Signature Total number of pages including cover sheet and attached documents: 12 ail documents to be recorded and required cover sheet information to: **Commissioner of Patents and Trademarks Box Assignments** Washington, D.C. 20231 00000006 749671 05/20/2003 DBYNNE 40.00 DP 50.00 OP

FC: 8521

02 FC:8522

	03-84 -					
FORM PTO-1594 7/97)	05×20-20 102095	<b>47</b> 3	IEET	U.S. DEPARTME	NT OF COMM	_
To the Honorable Commissioner of Pa			ne attached ori	ginal documents o	r copy thereof	f.
Name of conveying party(ies):		2. Name an	d address of	receiving party(ie	es):	
The J.M. Ney Company 5 _	13-02	Name: Ne	y Inc.			
Entity: Delaware Corporation	. 10	Address: 125		Road		-
Additional name(s) of conveying p  ☐ Yes ☑ No	arty(ies) attached?		ındelein, Illind			-
3. Nature of conveyance:						-
	eraer	Entity:	Illinois	Corporation		-
□ Security Agreement □ Cha	ange of Name	If assigned is	not domiciled i	in the United States	s an annointr	- meni
□ Other		of domestic re	presentative is	s attached: D Yes	. □ No	
Date: March 26, 2002		Additional nan	ne(s) & addres	ss(es) attached: □	Yes⊠ No	
4. Application or Registration number	r(s):					
A. Trademark Application No.(s)		B. Trade	emark Registra	ation No.(s)		
		(1) 2,0 (3) 75(	40,032 (2) 2,3 0,797 (4) 749,	342,244 671		
5. Name and address of party to whor concerning document should be mailed	Additional numbers n correspondence d:	6. Total numb		rk applications d:	_4_	
concerning document should be mailed Chris Bollinger	n correspondence	6. Total number and registr	per of tradema rations involved		<u>4</u> \$115.00	-
concerning document should be mailed	n correspondence	Total number and registres      Total Fee of A check is Authorization.	per of tradema rations involved (37 CFR 3.41) enclosed. ion is given to	d:	account for a	any g
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079	n correspondence	Total number and registres      Total Fee of A check is Authorizational	per of tradema rations involved (37 CFR 3.41) enclosed. ion is given to	d: charge the deposit or to credit any ove	account for a	5
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079	n correspondence d:	Total number and registres      Total Fee of A check is Authorizational	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required of	charge the deposit or to credit any ove	account for a spayment.	5
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s).: 05919-0000	n correspondence d:	Total number and registres      Total Fee of A check is Authorizational additional      Deposit Actions	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required of	charge the deposit or to credit any ove	account for a propayment.	\ \frac{1}{2}
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s).: 05919-0000	n correspondence d: DO NOT	Total number and registress.      Total Fee of A check is Authorizatic additional.      Deposit Actuse THIS SPACE.	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required of eccount Numbe	charge the deposit or to credit any ove r: 19-0409	account for a spayment.	
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s).: 05919-0000  9. Statement and signature: To the best of my knowledge and belie original document.	n correspondence d: DO NOT	Total number and registress.      Total Fee of A check is Authorizatic additional.      Deposit Actuse THIS SPACE.	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required of eccount Numbe	charge the deposit or to credit any ove r: 19-0409	account for a rpayment.	
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s).: 05919-0000	DO NOT	6. Total number and registres 7. Total Fee of A check is Authorizational 8. Deposit Additional 4. Deposit Additional 5. This SPACE anation is true and the second s	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required of eccount Numbe	charge the deposit or to credit any ove r: 19-0409	account for a programment.	
Chris Bollinger Schiff Hardin & Waite P.O. Box 06079 Chicago, IL 60606-0079 Ref. No(s).: 05919-0000  9. Statement and signature: To the best of my knowledge and belie original document. Chris Bollinger	DO NOT  Signature  Quired cover sheet info  Commissioner of  Box	6. Total number of parametrics to the comment of th	cer of tradema rations involved (37 CFR 3.41) enclosed. ion is given to fees required occount Number CE	charge the depositor to credit any over:  19-0409  ny attached copy is  May 2, 200 Date	account for a programment.	

### **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

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

Page 1 of 3

- 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.
- 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Page 2 of 3

IN TESTIMONY WHEREOF, the Parties have executed this Assignment.

THE J.M. NEY-COMPANY

Name: Andrew M. O'Shea

Title: Chief Financial Officer and Treasurer

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 26th day of March, 2002, Andrew M. O'Shea, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO

before methis 26th day of March, 2002

A (gamale 4/30/05 Notary Public 20

DERINGER ACQUISITION CORP.

Exect Ol

Name: Roderick W. Lamm

Title: Chairman and Chief Executive Officer

STATE OF CONNECTICUT

) SS

COUNTY OF HARTFORD

On this 26th day of March, 2002, Roderick W. Lamm, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO

before me this 26th day of March 2002

Notary Public Gamb 4/30/05

Page 3 of 3

# SCHEDULE A ( 2 Pages)

#### **PATENTS**

Country/Region	Appl. No.	File Date	Title	Inventors	Status	Patent No.
AUSTRALIA	9868923	10/30/98	High Strength	Klein,	Pending	
			Ag-Pd alloy	Smith		
EP	98914606.3	4/7/98	High Strength	Klein,	Pending	
			Ag-Pd alloy	Smith		
JAPAN	543085/98	4/7/98	High Strength	Klein,	Pending	
			Ag-Pd alloy	Smith		
WO	98US6981	4/7/98	High Strength	Klein,	Pending	
,,,,			Ag-Pd alloy	Smith		
USA	835665	4/10/97	High Strength	Klein,	Issued	5,833,774
33.1			Ag-Pd alloy	Smith		
USA	303244	4/30/99	CU-NI-ZN-PD	Klein	Issued	6,210,636
OOA	0002 11	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Alloy			,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
AUSTRALIA	0040438	3/30/00	CU-NI-ZN-PD	Klein	Pending	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Alloy			
WO	00US8331	3/30/00	CU-NI-ZN-PD	Klein	Pending	
,,,,			Alloy			
JAPAN	507396/96	7/31/95	AG-PD Alloy	Klein,	Pending	
				Smith		
WO	95US9770	7/31/95	AG-PD Alloy	Klein,	Pending	
***				Smith		
EP	95928715.2	7/31/95	AG-PD Alloy	Klein,	Issued	0769075
	0002011012	1,0,0		Smith		
GERMANY	69517173	7/31/95	AG-PD Alloy	Klein,	Pending	
OF! HAILMAN				Smith		
USA	289509	8/12/94	AG-PD Alloy	Klein,	Issued	5,484,569
			1	Smith		
USA	09/585208	6/1/00	Confidential	Owzar	Pending	

# **COPYRIGHTS**

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	The J. M. Ney Company
		Applications	

#### **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	

Page A-1

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

CHI\_DOCS 1\ 421087.1

### **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

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

Page 1 of 3

- 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.
- 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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Page 2 of 3

IN TESTIMONY WHEREOF, the Parties have executed this Assignment.

THE J. M. NEY COMPANY

	By:
	Name: Andrew M. O'Shea Title: Chief Financial Officer and Treasurer
STATE OF CONNECTICUT )	
) SS COUNTY OF HARTFORD )	
appeared before me, a Notary Public in and for said and acknowledged that, as such officer, he/s	, 2002, Andrew M. O'Shea, being personally known to me, the County and State aforesaid, and being first duly sworn, she signed and delivered the foregoing instrument as the free uant to authority given by the Board of Directors of said
SUBSCRIBED and SWORN TO before me this 18th day of November	200_2
Notary Public CONNIE E	
Notary Public CODIC 2	
	Name: John Wallace Title: President
STATE OF ILLINOIS ) ) SS	
COUNTY OF LAKE )	
appeared before me, a Notary Public in and for said and acknowledged that, as such officer, he/s	, 200 John Wallace, being personally known to me, the County and State aforesaid, and being first duly sworn, she signed and delivered the foregoing instrument as the free uant to authority given by the Board of Directors of said
SUBSCRIBED and SWORN TO	
pefore me this day of, 200	_
Notary Public	

Page 3 of 3

# SCHEDULE A (2 Pages)

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AUSTRALIA	9868923	10/30/98	High Strength	Klein,	Pending	
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			Ag-Pd alloy	Smith		
JAPAN	543085/98	4/7/98	High Strength	Klein,	Pending	
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			Alloy			
AUSTRALIA	0040438	3/30/00	CU-NI-ZN-PD	Klein	Pending	
			Alloy			
WO	00US8331	3/30/00	CU-NI-ZN-PD	Klein	Pending	
			Alloy			
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			<u> </u>	Smith		
WO	95US9770	7/31/95	AG-PD Alloy	Klein,	Pending	
				Smith	ļ	
EP	95928715.2	7/31/95	AG-PD Alloy	Klein,	Issued	0769075
				Smith		
GERMANY	69517173	7/31/95	AG-PD Alloy	Klein,	Pending	
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				Smith		
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		Applications	

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TRADEINATIO						
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USA	NEYETCH	750,797		6/11/63		
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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
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ITALY	NEY	682331		7/2/96
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GREAT BRITAIN	NEY	2146384		9/25/97
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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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Page A-2