

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Refractories & Minerals Corporation, Inc.		09/22/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Freeport Refractories, Inc.
Street Address:	P.O. Drawer F
City:	Freeport
State/Country:	PENNSYLVANIA
Postal Code:	16229
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2222649	DUREX
Registration Number:	0505790	JAY BEE
Registration Number:	0507003	MO-REX
Serial Number:	76457093	MAXIMUL
Serial Number:	75460358	KIRMAX

CORRESPONDENCE DATA

Fax Number: (412)392-5367
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-392-5520
 Email: mcallib@dmclaw.com
 Correspondent Name: Jun Yu, Esquire
 Address Line 1: Two PPG Place
 Address Line 2: Suite 400
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Betty McAllister
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OP \$140.00 2222649

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, National Refractories & Minerals Corporation, Inc., a California corporation (hereinafter "Assignor"), is the owner of the entire right, title and interest in and to the following trademarks (the "Trademarks"):

UNITED STATES TRADEMARK		
Registration/Serial No.	Title	Registration Date
2222649(R)	Durex	February 9, 1999
0505790(R)	Jay Bee	January 18, 1949
76457093(S)	Maximul	October 8, 2002
0507003(R)	Mo-Rex	February 22, 1949
75460358(S)	Kirmax	April 1, 1998
	Banner	
	Mohite	
	Moflint	
	Jay Bee S	

WHEREAS, Freeport Refractories Inc., a Pennsylvania corporation (hereinafter "Assignee"), is desirous of acquiring all of Assignor's entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including its right to sue and collect for past infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment not been made.

And for the consideration aforesaid, Assignor agrees that it will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by Assignee to record the assignment of the Trademarks and to otherwise carry out the terms of this Trademark Assignment Agreement.

EXECUTED this 22nd day of September, 2003.

NATIONAL REFRACTORIES & MINERAL
CORPORATION

By: 

Name: _____

Bradley Sharp

Title: _____

Court Appointed Responsible Individual

STATE OF Oklahoma
COUNTY OF Tulsa

I HEREBY CERTIFY that on this 22 day of September, 2003, before me, a Notary Public for the state and county aforesaid, personally appeared Bradley D. Stump known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Responsible Official of National Refractories & Minerals Corporation, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

Rebecca Ann Bray
Notary Public in and for
The State of Oklahoma

My Commission Expires: _____

