

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Horsehead Industries, Inc., d/b/a Zinc Corporation of America, a Delaware corporation; Horsehead Resource Development Company, Inc., a Delaware corporation; ZCA Mines, Inc., a Delaware corporation; and Stoney Ridge Materials, Inc., a Delaware corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporations - see above
☐ Other

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Effective Date: December 23, 2003

2. Name and Address of receiving party(ies)

Name: Horsehead Acquisition Corp.

Address: 5200 Towne Center Circle, Suite 470,
Boca Raton, Florida 33486

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation - 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

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

A. Trademark Application No.(s): see attached schedule

B. Trademark Registration No.(s): see attached schedule

Additional numbers attached? ☒ Yes ☐ No

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

Hayley M. Smith
 Senior Legal Assistant
 Kirkland & Ellis
 153 East 53rd Street
 New York, NY 10022-4675
 Telephone (212) 446-4800
 Fax (212) 446-49000

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$ 465

☐ Enclosed☒ Authorized to be Charged to Deposit Account

8. Deposit Account No. 111098

(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.

Hayley M. Smith
 Name of Person Signing

Hayley M. Smith
 Signature

1-29-04
 Date

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

SCHEDULE TO RECORDATION COVER SHEET

Registered

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
QUICKIRON	2189944	09/15/1998
ZCA BRASCO	1925049	10/10/1995
ECOLOAM	1834219	05/03/1994
ZINSTABE	1033496	02/17/1976
PHOTOX	743630	01/15/1963
XX	534629	12/12/1950
FLORENCE	544503	07/03/1951
KADOX	174809	10/23/1923
NJZ	762562	01/07/1964
NJZ	762580	01/07/1964
NJZ	762784	01/07/1964
Design	410531	11/28/1944
Design	410128	11/07/1944
Design	410356	11/21/1944
HORSE HEAD	409857	10/24/1944
FLORENCE	521196	02/21/50
ZAMAK	222098	12/21/1926

Pending Applications

<u>Trademark</u>	<u>Serial #</u>	<u>Application Date</u>
ZINVISIBLE (Microfine Zinc Oxide)	76/222743	03/09/2001

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, ("Assignment") dated as of December 23 2003, (the "Effective Date"), by and between Horsehead Industries, Inc., d/b/a Zinc Corporation of America ("Horsehead"), a Delaware corporation, Horsehead Resource Development Company, Inc. ("HRD"), a Delaware corporation, ZCA Mines, Inc. ("Mines"), a Delaware corporation, and Stoney Ridge Materials, Inc., a Delaware corporation ("Stoney Ridge" and together with Horsehead, HRD, Mines and the Seller Subsidiaries (as defined in the Asset Purchase Agreement) (as defined below), the "Assignors", all Assignors with their principal place of business at 300 Frankfort Road, Monaca, Pennsylvania 15061 and Horsehead Corp. (f/k/a Horsehead Acquisition Corp.), a Delaware corporation (the "Assignee") with its principal place of business at 3010 Westchester Avenue, Purchase, New York 10577. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement dated November 18, 2003 (the "Purchase Agreement") pursuant to which the Assignors have agreed, *inter alia*, to assign to the Assignee the Acquired Assets including, without limitation, (i) the United States trademark registrations and applications for registration identified and set forth on Schedule A, (ii) the foreign trademark registrations and applications for registration identified and set forth on Schedule B (collectively, the "Marks") and (iii) the goodwill associated with the Marks; and

WHEREAS, execution of this Assignment is a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, and the right to obtain any renewals or extensions of such Marks, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all rights, interests, claims and demands recoverable in law or in equity that Assignor has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to compromise, sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute and deliver at the request of Assignee, its successors, assigns or other legal representatives, all papers, instruments, documents and conveyances prepared by Assignee and to perform at Assignee's expense any other acts Assignee may require as necessary to vest all of Assignors right, title and interest in and to the Marks to Assignee, its successors, assigns or other legal representatives, including, without limitation, cooperation and assistance: (1) in the

preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment.

In the event that after the Effective Date an Assignor or the Assignee identifies additional trademarks owned by Assignor or one of its Affiliates which is an Acquired Asset, each Assignor agrees to execute an additional assignment agreement in a form substantially similar to this Assignment and to transfer any and all rights to such trademarks to the Assignee.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages follow]

IN TESTIMONY WHEREOF, each Assignor and the Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 23rd day of December, 2003.

HORSEHEAD CORP.By: Name: Michael Kalb
Title: Vice President**HORSEHEAD INDUSTRIES, INC.**By: Name: Ronald J. Stathe
Title: VP**HORSEHEAD RESOURCE DEVELOPMENT
COMPANY, INC.**By: Name: Ronald J. Stathe
Title: VP**ZCA MINES, INC.**By: Name: Ronald J. Stathe
Title: VP**STONE RIDGE MATERIALS, INC.**By: Name: Ronald J. Stathe
Title: VP**HORSEHEAD INDUSTRIES, INC. dba
ZINC CORPORATION OF AMERICA**By: Name: Ronald J. Stathe
Title: VP

CHESTNUT RIDGE RAILWAY COMPANY

By: Ronald J. Stabile

Name:

Title: VP

EQUIDAE PARTNERS

By: Ronald J. Stabile

Name:

Title: VP

HII CORPORATION

By: Ronald J. Stabile

Name:

Title: VP

HRD INVESTMENT COMPANY, INC.

By: Ronald J. Stabile

Name:

Title: VP

MINERALS AND RESOURCES RECOVERY
CORP.By: Ronald J. Stabile

Name:

Title: VP

NJZ COLORS, INC.

By: Ronald J. Stabile

Name:

Title: VP

PALMER WATER COMPANY

By: Ronald J. Stabile

Name:

Title: VP

PEGASUS SERVICE CORPORATION

By: Ronald J. Stabile

Name:

Title: VP

STERLING RESOURCES, INC.

By: Ronald J. Stabile

Name:

Title: VP

THE NEW JERSEY ZINC COMPANY, INC.

By: Ronald J. Stabile

Name:

Title: VP

ZCA ENGINEERED POWDERS, INC.

By: Ronald J. Stabile

Name:

Title: VP

ZCA OIL & GAS, INC.

By: Ronald J. Stabile

Name:

Title: VP

ZCA POWDERS, INC.

By:

Name:

Title:

ZINC COMPANY OF AMERICA, INC.

By:

Name:

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 24th day of December, 2003, there appeared before me Michael Kalb, Vice President of Horsehead Corp., personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Horsehead Corp.

Thaina Lesperance

Notary Public

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6089337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/ 04

STATE OF)

) ss:

COUNTY OF)

On this ____ day of _____, 2003, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS****Registered**

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
QUICKIRON	2189944	09/15/1998
ZCA BRASCO	1925049	10/10/1995
ECOLOAM	1834219	05/03/1994
ZINSTABE	1033496	02/17/1976
PHOTOX (Photoconductive Zinc Oxide)	743630	01/15/1963
XX	534629	12/12/1950
FLORENCE (Paints and Ingredients)	544503	07/03/1951
KADOX (Zinc Oxide)	174809	10/23/1923
ALSTONE*	1802732	11/02/1993
ECOSORB*	1578457	01/23/1990
ZINGUARD (Zno Catalyst for Sulfur Absorption)*	1116998	05/01/1979
NJZ BRASCO (Brass Cobalt Alloy Powder)*	999545	01/17/1974
NJZ (Trade Paper)	762784	01/07/1964
NJZ (Zinc and Cadmium)	762580	01/07/1964
NJZ (Titanium Dioxide and Zinc Oxide)	762562	01/07/1964
ACTOX*	727647	02/20/1962
HORSE HEAD (TiO ₂ , Zinc Oxide, etc.)*	652242	10/01/1977
HORSE HEAD (Cadmium Metal and Metal Powders)*	646354	06/04/1957
LEHIGH (Slab Zinc)*	585249	02/02/1954
HORSE HEAD (Rolled Zinc)*	575030	05/26/1953
METAL POWDER PRESS*	530755	09/12/1950
HORSE HEAD and Design (Cadmium)*	537462	02/06/1951
Design (Trade Paper)*	529982	08/29/1950
HORSE HEAD PRODUCTS and Design (Trade Paper)*	529977	08/29/1950
Design (Metal Powders)	410531	11/28/1944
Design (Zinc Oxide)	410128	11/07/1944
Design (Zinc Oxide)	410356	11/21/1944
Design (Zinc Metal and Zinc Base Alloys)*	409858	10/24/1944
HORSE HEAD (Metal and Alloy Metal Ingots)	409857	10/24/1944
ZAMAK (Zinc Base Alloy)	222098	12/21/1926
NEW JERSEY ZINC and Design (Zinc Products)*	148185	11/08/1981
FLORENCE (General Utility in Industrial Arts)	521196	02/21/1950

* Abandoned

SunCapital-Horsehead TM Assignment Schedules v2.DOC

Applications

Trademark	Serial #	Application Date
ZINVISIBLE (Microfine Zinc Oxide)	76/222743	03/09/2001
NARTEC*	74/635152	02/16/1995
ECOTITE*	74/260840	03/30/1992
QUANTUM LEAP (Photo. Developing Operations)*	142356	02/25/1991

* Abandoned

SCHEDULE B**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS****Registered**

<u>Trademark</u>	<u>Country</u>	<u>Registration #</u>	<u>Registration Date</u>
PHOTOX	German	933073	03/19/1974
KADOX	Canada	190/41803	02/18/1952
NARTAC*	Mexico	463039	06/10/1994
NARTAC*	Mexico	436613	06/30/1993
PHOTOX*	Norway	98859	05/12/1987
FOURTEENTH CENTURY ZINC CORPORATION*	France	1200567	12/23/1981
ZINSTABE*	Germany	961161	08/02/1977
PHOTOX	Sweden	148702	09/20/1974
PHOTOX*	Denmark	105840	09/01/1974
Design Zinc Oxide*	France	1200567	12/23/1981
HORSE HEAD*	France	66283	01/02/1951
HORSEHEAD Design*	Taiwan	94662	12/31/1957
NJZ*	Taiwan	87236	01/31/1957
Representation of a Horse's Head*	Canada	21988	01/03/1946
Design Zinc Oxide	Canada	NS78/20256	08/08/1944
HORSE HEAD*	Canada	NS 78/20255	08/08/1944
40-40-20	Canada	NFLD001471	03/30/1927
ZINVISIBLE	Switzerland	494253	09/05/2001

Applications

<u>Trademark</u>	<u>Country</u>	<u>Serial #</u>	<u>Application Date</u>
NARTAC*	Canada	686034	07/17/1991
ZINVISIBLE	Canada	111501200	09/06/2001
ZINVISIBLE	European Community	2377836	09/06/2001

* Abandoned

SunCapital-Horsehead TM Assignment Schedules v2.DOC