

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Almatis, Inc.		02/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	Scotia House
Internal Address:	33 Finsbury Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2A 1BB
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1511389	ALUMALUX
Registration Number:	1756293	BAYGRANITE
Registration Number:	1452719	FLAME GARD
Registration Number:	727621	FLUO-FLUX
Registration Number:	2726370	HY BRITE
Registration Number:	759868	HYDRAL
Registration Number:	1701266	HYGRANITE
Registration Number:	1247469	MONAL
Registration Number:	1394528	ONYX CLASSICA
Registration Number:	1445799	REALOX
Registration Number:	1805681	SPACERITE
Registration Number:	2021174	ALPHABOND
Registration Number:	1291600	FLEXSORB

CORRESPONDENCE DATA

**900005892**

**TRADEMARK  
 REEL: 002804 FRAME: 0262**

**CH \$340.00 1511389**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128788300  
Email: trademark.group@cliffordchance.com  
Correspondent Name: Clifford Chance US LLP  
Address Line 1: 200 Park Avenue  
Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:

100593-5

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Melissa Scanzillo

Total Attachments: 7

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**SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)**

**WHEREAS**, ALMATIS, Inc, a Delaware corporation (herein referred to as "Grantor"), having an address at 501 West Park Drive, Leetsdale, Pennsylvania 15056 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Liabilities.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is The Bank of Nova Scotia  
Scotia House  
33 Finsbury Square  
London EC2A 1BB

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of February 27, 2004.

ALMATIS, INC.

By: Andrew W. Sweet  
Name: Andrew W. Sweet  
Title: President

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is \_\_\_\_\_ of Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

\_\_\_\_\_  
Notary Public

**SCHEDULE A to the SUPPLEMENT TO SECURITY AGREEMENT  
TRADEMARKS**

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
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**Schedule 4 - Marks**

Matter ID	Status	Curr App Dc	Curr App No	Curr Reg Dt	Curr Reg No	Renewal	Expires
IP1993000370	Registered	03/31/1994	74/507,461	12/03/1996	2,021,174	12/03/2006	12/03/2006
Mark: Alphabond Country: United States Owner: Alcoa World Alumina LLC							
IP1985000115	Registered	12/28/1987	73/702,889	11/08/1988	1,511,389	11/08/2008	11/08/2008
Mark: Alumalux Country: United States Owner: Alcoa World Alumina LLC							
IP1991000516	Registered	07/15/1991	74/185,449	03/09/2003	1,756,293	03/09/2013	03/09/2013
Mark: Baygranite Country: United States Owner: Alcoa World Alumina LLC							
IP1986000046	Registered	12/04/1986	73/633,794	08/18/1987	1,452,719	08/18/2007	08/18/2007
Mark: Flame Gard Country: United States Owner: Alcoa World Alumina LLC							
IP2001003091	Registered	08/19/1960	72/102,994	02/20/2002	727,621	02/20/2012	02/20/2012
Mark: Fluo-Flux Country: United States Owner: Alcoa World Alumina LLC							
IP1999001648	Registered	11/27/2000	76/170,495	06/17/2003	2,726,370	06/17/2013	06/17/2013
Mark: Hy Brite Country: United States Owner: Alcoa World Alumina LLC							
IP1986000158	Registered	08/02/1962	72/150,309	11/12/2003	759,868	11/12/2013	11/12/2013
Mark: Hydral Country: United States Owner: Alcoa World Alumina LLC							
IP1991000169	Registered	07/15/1991	74/185,330	07/21/2002	1,701,266	07/21/2012	07/21/2012
Mark: Hygranite Country: United States Owner: Alcoa World Alumina LLC							

Matter ID	Status	Curr App Dt	Curr App No	Curr Reg Dt	Curr Reg No	Renewal	Expires
IP1981000249	Registered	05/28/1982	73/367,051	08/09/1983	1,247,469	08/09/2003	08/09/2003
Mark: Monal Country: United States Owner: Alcoa World Alumina LLC							
IP1984000360	Registered	03/05/1985	73/525,305	05/27/1986	1,394,528	05/27/2006	05/27/2006
Mark: Onyx Classica Country: United States Owner: Alcoa World Alumina LLC							
IP1985000089	Registered	10/27/1986	73/627,204	07/07/1987	1,445,799	07/07/2007	07/07/2007
Mark: Realox Country: United States Owner: Alcoa World Alumina LLC							
IP1990000245	Registered	08/05/1991	74/191,450	11/23/2003	1,805,681	11/23/2013	11/23/2013
Mark: Spacerite Country: United States Owner: Alcoa World Alumina LLC							



Schedule 4 Trademark Licenses

Matter ID	Effective Dc	Signed Dc	Amended Dc	Terminated Dc	Royalty
IP198500241		10/30/1986			N
Company Name: Exxon Corporation					
Agreement Type: Settlement					
Subject: Settlement of "selexorb" and "flexorb"					
Lic. Trademarks: 573, 526 1, 291, 600					
IP199500792	09/12/1995	09/12/1995			N
Company Name: Plasma Processing Corporation					
Agreement Type: Trademark License					
Subject: Use of the Trademark "Plasmal" for Spinel Made by Plasma Process					
Lic. Trademarks: SM728, 147					
IP1986000158		03/25/1986			N
Company Name: Riedel-De Haen Akt.					
Agreement Type: Settlement					
Subject: Settlement of Hydral Trademark in South Africa					
Lic. Trademarks: 80/7703 82/1275					