

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Almatis AC, 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: 2		
Property Type	Number	Word Mark
Registration Number:	1422403	SELEXSORB
Registration Number:	1291600	FLEXSORB

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	

CH \$65.00 1422403

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 AC, 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 AC, 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**

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

Matter ID	Status	Curr App Dc	Curr App No	Curr Reg Dc	Curr Reg No	Renewal	Expires
IP198600208	Filed	08/16/2002	2,815,009				

Mark: Lubral  
Country: Community Trademark  
Owner: Alcoa World Alumina LLC

IP198600208 Registered 03/12/2003 1,171,370 03/12/2013 03/12/2013

Mark: Lubral  
Country: Great Britain  
Owner: Aluminum Company of America

Matter ID Renewal	Status Expires	Curr App Dt	Curr App No	Curr Reg Dt	Curr Reg No
IP198500241 12/30/2006	Registered 12/30/2006	12/16/1985	573,526	12/30/1986	1,422,403

Mark: Salexcorp  
 Country: United States  
 Owner: Alcoa Inc.



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 "Plaxorb"					
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 "Plasmat" for Spinel Made by Plasma Process					
Lic. Trademarks: SM728,147					
IP1986000158		03/25/1986			N
Company Name: Riadel-De Haen Akt.					
Agreement Type: Settlement					
Subject: Settlement of Hydral Trademark in South Africa					
Lic. Trademarks: 80/7703 82/1275					