



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

1. Name of conveying party(ies):  
**Jessop Saville Limited**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Pennsylvania  
 Other an English limited company

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

2. Name and address of receiving party(ies)  
 Name: Allvac-SMP Limited  
 Internal Address: Atlas House  
 Street Address: Attercliffe Road  
 City: Sheffield, UK State:      Zip: S4 7UY  
 Individual(s) citizenship       
 Association       
 General Partnership       
 Limited Partnership       
 Corporation-State       
 Other an English limited company

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Agreement for Sale and Purchase

Execution Date: December 31, 1998

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 AG 17      1947942  
 STABALLOY      2305027  
 STABALLOY      1978595

Additional number(s) attached  Yes  No

2003 DEC 29 AM 7:33  
 OPF/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed.  
 Name: Patrick J. Viccaro, Esquire  
 Internal Address: Allegheny Technologies Incorporated  
 Street Address: 1000 Six PPG Place  
 City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved: 3

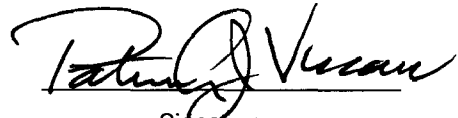
7. Total fee (37 CFR 3.41) \$ 120.00  
 Enclosed  
 Additional necessary fees authorized to be charged to deposit account

8. Deposit account number:  
11-0840  
 (Attach duplicate copy of this page if paying by deposit account)

12/31/2003 ECOOPER 00000255 010840 1947942  
 01 FC: 0521 40.00 DA  
 02 FC: 0522 50.00 DA

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 with redactions.*

Patrick J. Viccaro, Esquire            December 23, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

18-DEC-1998 16:58 FROM JONES DATE LONDON TO 01142758749810

REDACTED COPY

Registration No. 1,947,942  
"AG 17"  
Classes 6, 7

DATED 31 DECEMBER, 1998

(1) JESSOP - SAVILLE LIMITED

(2) ALLVAC - SMP LIMITED

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AGREEMENT FOR SALE AND  
PURCHASE OF THE BUSINESS,  
ASSETS AND LIABILITIES  
OF  
JESSOP - SAVILLE LIMITED

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THIS AGREEMENT ("Agreement") is made the 31 day of December 1998  
BETWEEN:-

- (1) JESSOP - SAVILLE LIMITED (Registered Number 2199818), an English limited company having its registered office at River Don Works, Brightside Lane, Sheffield S9 2RX (the "Seller"); and
- (2) ALLVAC - SMP LIMITED (Registered Number 1919677), an English limited company having its registered office at Atlas House, Attercliffe Road, Sheffield, S4 7UY (the "Purchaser").

**RECITALS:**

- (A) Pursuant to an Agreement dated 6 February 1998 between (1) Sheffield Forgemasters Limited ("SFL") (2) The Persons Listed in Schedule 1 (3) Teledyne Holdings Limited ("THL") (4) Teledyne Industries, Inc and (5) Allegheny Teledyne Incorporated, THL acquired, inter alia, the entire issued share capital of each of the Seller and the Purchaser.
- (B) As part of an intra-group reorganisation, it has been agreed by the Seller and the Purchaser that the business and assets of the Seller (the "Business") should be transferred from the Seller to the Purchaser as a going concern in accordance with the terms and conditions set out herein.

**IT IS AGREED** as follows:

1. DEFINITIONS

- 1.1 In this Agreement and its Schedules the following words and expressions shall have the following respective meanings:

"Assets" means collectively the assets and rights of the Business to be purchased by the Purchaser as described in Clause 2.1 and includes (where the context permits) each or any of them.

"Books and Records" means all books of accounts, payroll records, income records, stocks and other records, information relating to customers and suppliers and all price lists, catalogues, sales, promotional and advertising literature relating exclusively to the Business on the Completion Date.

"Business Day" means a day on which clearing banks are open for business in London, excluding public holidays, Saturdays and Sundays.

**"Completion"** means the performance by the parties of their respective obligations pursuant to Clause 5.

**"Completion Date"** means the date of this Agreement.

**"Consideration"** means the total purchase price (exclusive of value added tax) for the Business and the Assets payable pursuant to Clause 3.

**"Contracts"** means all contracts, engagements, obligations and arrangements of, and rights, benefits and licences enjoyed by the Seller (other than the Leases) which have been entered into or undertaken in connection with the Business on or prior to the Completion Date (whether for the purchase or supply of any goods or services by or to the Seller) and which remain to be fully performed at the Completion Date.

**"Debts"** means all trade and other debts (including pre-payments) owing to the Seller in connection with the Business on the Completion Date.

**"Employees"** means those persons employed by the Seller immediately prior to the Completion Date for the purpose of the Business.

**"Excluded Assets"** means the assets listed in Schedule 1.

**"Goodwill"** means the goodwill, name and undertaking of the Seller in connection with the Business and the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Seller, including the right to all lists of customers and suppliers of the Business.

**"Intellectual Property Rights"** means all industrial and intellectual property rights used in the Business and owned by the Seller including patents, trade marks or trade names, service marks, designs, design rights, know-how, computer software, information and copyrights including any intellectual property rights licenced by third parties to the Seller for the purpose of the Business.

**"Leases"** means the lease relating to land and buildings off Brightside Lane, Sheffield dated 6 February 1988 and made between SFL and the Seller and the lease related to land and buildings off Brightside

Lane known as the South Machines Shop Brightside Lane, Sheffield dated 6 February 1998 and made between SFL and the Seller.

**"Liabilities"**

means all trade and other debts, accrued charges and all other amounts owing by the Seller in connection with the Business arising on or prior to the Completion Date.

**"Plant and Equipment"**

means collectively all the plant, machinery, equipment and equipment spares, vehicles, furniture, fixtures and fittings owned by the Seller at the Completion Date in connection with the Business.

**"Premises"**

means the land and buildings occupied by the Business off Brightside Lane pursuant to the Leases.

**"Regulations"**

means the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended, including the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995.

**"Stock"**

means all raw materials and supplies, work-in-progress, and merchantable finished goods of the Seller at the Completion Date.

- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation. Unless the context otherwise requires the singular shall include the plural and vice versa, the masculine shall include the feminine and references to persons shall include bodies corporate, unincorporated associations and partnerships.

**2. AGREEMENT FOR SALE AND PURCHASE OF BUSINESS AND ASSETS**

- 2.1 Subject to the provisions of this Agreement, the Seller shall sell and the Purchaser shall purchase the Business as a going concern and the assets set out below with effect from the Completion Date:
- 2.1.1 the Goodwill;
  - 2.1.2 the Books and Records;
  - 2.1.3 the Stock;
  - 2.1.4 the benefit (subject to the burden) of the Contracts;
  - 2.1.5 the Plant and Equipment;

2.1.6 the Intellectual Property Rights;

2.1.7 the Leases;

2.1.8 all other assets, including cash at bank and in hand, owned by the Seller and used in the course of the Business; and

2.1.9 the Debts.

2.2 All the Assets shall be sold by the Seller with full title guarantee free from all charges, liens, equities, encumbrances, adverse claims or restrictions.

2.3 There are excluded from the sale and purchase under this Agreement the Excluded Assets, which are listed in Schedule 1.

### 3. CONSIDERATION AND PAYMENT

### 4. LIABILITIES AND BUSINESS RESPONSIBILITY

### 5. COMPLETION

5.1

5.2 At Completion the Seller shall:

5.2.1

5.2.2

5.2.2.1

5.2.2.2

5.2.2.3

5.2.2.4

5.3

6. CONTRACTS

6.1

6.2

6.3

6.4

6.5

7. EMPLOYEES

7.1



7.2

7.2.1

7.2.2

7.2.3

7.3

8. VAT

8.1

8.2

8.3

8.4

8.5

8.5.1

8.5.2

8.6

9. FURTHER ASSURANCE

10. NOTICES

10.1

10.1.1

10.1.2

10.1.3

10.2

11. MISCELLANEOUS

11.1

11.2

11.3

11.4

11.5

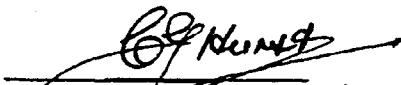
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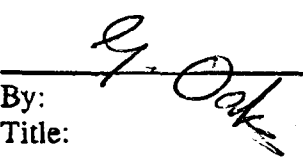
11.8

AS WITNESS whereof the hands of the parties hereto or their duly authorised representatives the day and year first above written.

JESSOP - SAVILLE LIMITED

  
By: C.G. Hurst.  
Title: Finance Director.

ALLVAC - SMP LIMITED

  
By: D.G. OAKES  
Title: TECHNICAL DIRECTOR

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Jessop Saville Limited  
 For Registration Numbers: 1,947,942; 2,305,027; 1,978,595  
 Marks: AG-17, STABALLOY, STABALLOY

**Mail Stop: Assignment Recordation Services**  
**Director of the United States Patent and Trademark Office**  
**P.O. Box 1450**  
**Alexandria, VA 22313-1450**

## EXPRESS MAIL CERTIFICATE

"Express Mail" label number EU990164115US

Date of Deposit December 29, 2003

I hereby certify that the following attached paper or fee

**FORM PTO-1594 WITH ATTACHMENT (AGREEMENT FOR SALE AND PURCHASE OF THE BUSINESS, ASSETS AND LIABILITIES OF JESSOP-SAVILLE LIMITED)**

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Mail Stop: Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

Patricia A. Mack

(Typed or printed name of person mailing paper or fee)

Patricia A. Mack

(Signature of person mailing paper or fee)

**NOTE:** Each paper must have its own certificate and the "Express Mail" label number as a part thereof or attached thereto. When, as here, the certification is presented on a separate sheet, that sheet must (1) be signed and (2) fully identify and be securely attached to the paper or fee it accompanies. Identification should include the serial number and filing date of the application as well as the type of paper being filed, e.g. complete application, specification and drawings, responses to rejection or refusal, notice of appeal, etc. If the serial number of the application is not known, the identification should include at least the name of the inventor(s) and the title of the invention.

**NOTE:** The label number need not be placed in each page. It should, however, be placed on the first page of each separate document, such as, a new application, amendment, assignment, and transmittal letter for a fee, along with the certificate of mailing by "Express Mail." Although the label number may be on checks, such a practice is not required. In order not to deface formal drawings it is suggested that the label number be placed on the back of each formal drawing or the drawings be accompanied by a set of informal drawings on which the label number is placed.

**(Express Mail Certificate [8-3])**