

FORM PTO-1594 1-31-92	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Atty. Docket No. 50896.0001.6
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To the Director of the US Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Metallon Engineered Materials Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other : Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Metallon Materials Acquisition Corp. Internal Address: Street Address: 254 Cotton Mill Road City: Fayetteville State: TN Zip: 37334
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3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>August 16, 1995</u>	<input type="checkbox"/> Individual citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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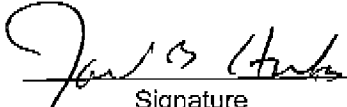
4. Application number(s) or registration numbers(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>1,464,432</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jack B. Hicks, Esq. Internal Address: <u>Womble Carlyle Sandridge & Rice, PLLC</u>	6. Total number of applications and registrations involved 1
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Street Address: <u>P.O. Box 7037</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30357-0037</u>	7. Total fee (37 CFR 3.41): \$40 Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
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8. Deposit account number: <u>50-0517</u> (Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i> <u>Jack B. Hicks</u> Name of Person Signing	 Signature	<u>9-22-04</u> Date
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Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

CH \$40.00 600617 464432

#206413

Purchase Agreement

Agreement, dated as of the 16th day of August, 1995, by and among Metallon Materials Acquisition Corporation, a corporation organized and existing pursuant to the laws of the state of Delaware (the "Purchaser"), Metallon Engineered Materials Corporation, a corporation organized and existing pursuant to the laws of the state of Delaware ("Metallon"), Aegis II Limited Partnership, a Massachusetts limited partnership ("AII"), Aegis Fund Limited Partnership, a Massachusetts limited partnership ("AFL"), Aegis Select Limited Partnership, a Delaware limited partnership ("ASL") and Transitions Two, Limited Partnership, a Delaware limited partnership ("Transitions") (AII, AFC, ASL and Transitions are hereinafter collectively referred to as the "Principal Stockholders") (Metallon, AII, AFL, ASL and Transitions are hereinafter collectively referred to as the "Sellers") (the "Agreement").

W I T N E S S E T H :

WHEREAS, Metallon desires to sell and transfer, and Purchaser desires to purchase and acquire, in exchange for the consideration hereinafter specifically set forth, such of the business and assets of Metallon as are hereinafter described, each upon the terms and conditions hereinafter set forth.

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NOW, THEREFORE, in consideration of, and subject to, the premises and mutual agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

Sale and Purchase

1.1 Assets. Metallon hereby agrees to sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser hereby agrees to purchase, acquire and accept from Metallon, such of the business and assets, excluding only those assets delineated in section 1.3 hereof, of Metallon as are used in connection with the operations of Metallon located at 690 Narragansett Park Drive, Pawtucket, Rhode Island 02861 (all of such assets, property and business to be hereinafter collectively referred to as the "Assets"), upon the terms, and subject to the conditions, hereinafter set forth. The Assets so to be sold, assigned and transferred are all, excluding only such assets as are delineated in section 1.3 hereof, of the properties and assets of Metallon of whatever kind, nature and description, tangible and intangible, real or personal, wherever situated, or in which Metallon has any right or interest, and such are described as including, but not limited to,

(a) all notes, trade and other accounts receivable (other than those delineated in section 1.3 hereof), royalties, deferred charges, advance payments, prepaid items (other

#206413

than income taxes), claims for refunds (other than income tax refunds), rights of offset and credits (other than income tax credits);

(b) all property, plant and equipment including, but not limited to, all fee simple interests in all land, leaseholds, easements, rights of way, licenses, railroad and other use agreements, rights to vacated land and other interests in land, computer and telephone equipment, machinery, equipment, tools, motor vehicles, transportation and packing and delivery equipment and supplies, furniture and fixtures;

(c) all contract rights and other tangible and intangible assets including, but not limited to,

(i) all leases and leasehold estates and interests therein (including, but not limited to, leases with respect to computer hardware or software used by Metallon), permits, licenses, forebearances and consents;

(ii) all contractual and other rights and licenses under purchase orders, supply agreements, sales orders, insurance contracts (but only if and to the extent set forth on schedule 1.1[c][ii]), agreements pursuant to which Metallon is to be indemnified, joint

413

venture agreements, restrictive covenant agreements running in favor of Metallon or any Seller with respect to Metallon, agreements of employment, representative agreements, dealer agreements, export agent agreements, consulting agreements, confidentiality agreements, development agreements, assignment agreements and all other contracts;

(iii) all proprietary rights existing in all countries including, but not limited to, all patents, patent applications and patent disclosures, all trade marks, service marks, trade names, trade dress, logos, designs, corporate names, and all translations, adaptations, derivations and combinations thereof, and any registrations and applications to register any of the foregoing and the goodwill of the products, services or businesses with which any of the foregoing are associated or in any way connected therewith, all copyrightable subject matters, copyrights, copyright registrations and applications to register copyrights, all mask works, mask work registrations and applications to register mask works, all trade secrets, shop rights,

#206413

know-how, confidential information and other proprietary rights, all licenses to, or from, third parties with respect to any of the foregoing, all copies and tangible embodiments of the foregoing (in whatever form or medium) owned by Metallon with respect to the business and affairs of Metallon or any subsidiary thereof, together with all rights to sue and to recover for past infringement or misappropriation of any of the foregoing;

(iv) all discoveries, improvements, processes, formulae (secret or otherwise), databases and computer software (in both source code and object code form, if any), and documentation related thereto, owned by Metallon with respect to the business or affairs of Metallon or any subsidiary thereof, data, engineering, technical and shop drawings, art work, specifications and ideas (including, but not limited to, those in the possession of third parties but which are the property of Metallon with respect to the business or affairs of Metallon or any subsidiary thereof), whether protectable or not, licenses and other similar agreements,

PAGES 6 THROUGH 83
OF PURCHASE AGREEMENT
OMITTED DUE TO CONFIDENTIALITY

IN WITNESS WHEREOF, the parties have caused the Agreement to
duly executed as of the date first above written.

Metallon Materials Acquisition Corporation

By: Angela E. Young
Title: Vice President
Date: 8-16-95

Metallon Engineered Materials Corporation

By: Johanna
Title: VICE-PRESIDENT / GENERAL MANAGER
Date: 7/24/95

Aegis II Limited Partnership

By: _____
Title: General Partner
Date: _____

Aegis Select Limited Partnership

By: _____
Title: General Partner
Date: _____

Transitions Two, Limited Partnership

By: _____
 Technology Transitions Partners
Title: A General Partner
Date: _____

TRADEMARK

IN WITNESS WHEREOF, the parties have caused the Agreement to
y executed as of the date first above written.

Metallon Materials Acquisition Corporation

By: _____

Title: _____

Date: _____

Metallon Engineered Materials Corporation

By: _____

Title: _____

Date: _____

Aegis II Limited Partnership

By: WJ Lewis

Title: General Partner

Date: 8-16-95

Aegis Select Limited Partnership

By: WJ Lewis

Title: General Partner

Date: 8-16-95

Transitions Two, Limited Partnership

By: _____
Technology Transitions Partners

Title: A General Partner

Date: _____

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the date first above written.

Metallon Materials Acquisition Corporation

By: _____

Title: _____

Date: _____

Metallon Engineered Materials Corporation

By: _____

Title: _____

Date: _____

Aegis II Limited Partnership

By: _____

Title: General Partner

Date: _____

Aegis Select Limited Partnership

By: _____

Title: General Partner

Date: _____

Transitions Two, Limited Partnership

By: Charles F. McGill
Technology Transitions Partners

Title: A General Partner

Date: August 16, 1995

Aegis Fund Limited Partnership

By: W. L. Loversen

Title: General Partner

Date: 8-16-95

#206462

Schedule T-1

1. Registered Trademark: Metallon (logo)