# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |  |

#### **CONVEYING PARTY DATA**

| Name              | Formerly | Execution Date | Entity Type       |
|-------------------|----------|----------------|-------------------|
| RHONE CAPITAL LLC |          | 1104/29/2004   | LIMITED LIABILITY |
|                   |          |                | COMPANY: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | ALMATIS, INC.         |  |
|-----------------|-----------------------|--|
| Street Address: | 501 West Park Road    |  |
| City:           | Leetsdale             |  |
| State/Country:  | PENNSYLVANIA          |  |
| Postal Code:    | 15056                 |  |
| Entity Type:    | CORPORATION: DELAWARE |  |

PROPERTY NUMBERS Total: 2

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78348950 | ALMATIS   |
| Serial Number: | 78367626 | ALMATIS   |

## **CORRESPONDENCE DATA**

Fax Number: (412)288-3063

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-288-3233

Email: ptoipinbox@reedsmith.com

Correspondent Name: Jody L. Burtner, Senior Paralegal

Address Line 1: P.O. Box 488
Address Line 2: Reed Smith LLP

Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

| NAME OF SUBMITTER: | Jody L. Burtner      |  |
|--------------------|----------------------|--|
| Signature:         | /Jody L. Burtner/    |  |
| Date:              | 03/30/2005 TRADEMARK |  |

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- (1) RHÔNE CAPITAL LLC
- (2) ALMATIS, INC.

TRADEMARK ASSIGNMENT

REED SMITH LLP

435 Sixth Ave. Pittsburgh, PA 15219 Tel: 412-288-3131 Fax: 412-288-3063

TRADEMARK

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THIS ASSIGNMENT is made effective as of the 29th day of April, 2004.

#### BETWEEN:

- (1) RHÔNE CAPITAL LLC, a limited liability company formed under the laws of Delaware whose principal place of business is 630 Fifth Avenue, New York, NY 10111 ("Assignor"); and
- (2) ALMATIS, INC., a company incorporated under the laws of Delaware whose principal place of business is 501 West Park Road, Leetsdale, PA 15056 ("ALMATIS").

#### WHEREAS

- (A) The Assignor is the proprietor of the Trademarks and the applications therefor listed in the Schedule attached hereto and made a part hereof ("the Trademarks").
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Trademarks to ALMATIS.

#### NOW IT IS HEREBY AGREED as follows:

- 1. In consideration of the sum of one dollar (\$1) now paid by ALMATIS to the Assignor (the receipt of which Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS to ALMATIS with full title guarantee its right, title, benefit and interest in and to the Trademarks, including any rights of priority, any common law rights, any and all prior causes of action and damages alternating thereto, and goodwill attaching to the Trademarks.
- 2. ALMATIS hereby confirms, agrees to and accepts this Assignment.
- 3. This Assignment shall include the right for ALMATIS to bring proceedings against any third party in respect of the Trademarks (including proceedings against any third party for infringement of any of the Trademarks or for passing off or otherwise infringing the rights of the Assignor in the Trademarks (and including for any passing off or infringement occurring prior to the date of this Assignment)). The Assignor agrees and undertakes to provide to ALMATIS all such assistance as it reasonably requires with any proceedings which may be brought by, or against, either, or both, of them against, or by, any third party in relation to the Trademarks, provided that ALMATIS indemnifies the Assignor, subject to Clause 5, for any costs, damages, or other liabilities incurred by the Assignor as a result of providing such assistance.
- 4. The Assignor covenants that it will, at the cost and request of ALMATIS at any time, and from time to time, execute such deeds or documents and do all such acts or things as may be necessary or desirable to give effect to this Assignment.
- 5. The Assignor shall indemnify ALMATIS against all and any loss, damages or costs sustained by ALMATIS arising out of a breach by the Assignor of any part of its warranties, express or implied, under this Assignment and, at the request of

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ALMATIS, it shall provide all reasonable assistance to enable ALMATIS to resist any claim, action or proceedings brought against ALMATIS as a consequence of that breach.

- 6. The Assignor hereby irrevocably appoints ALMATIS as its attorney (with full power of substitution and delegation) in its name and on its behalf and do all acts and deeds to execute, seal and deliver and otherwise perfect and make or do any application, registration, deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Assignment or which may be required or deemed proper in the exercise of any rights or powers conferred on ALMATIS for any of the purposes of this Assignment, including, but not limited to, enabling ALMATIS to become registered by the competent body in each jurisdiction as the proprietor of the Trademarks, and the Assignor hereby covenants with ALMATIS to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.
- 7. ALMATIS shall have full power to disclose this power of attorney to whomsoever and in such manner as they consider necessary and desirable including, without limitation, exhibition of this Assignment for public inspection.
- 8. The parties irrevocably agree that this Assignment and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

| RHÔN   | IE CAPITAL LLC      |   |
|--------|---------------------|---|
| (ASSIC | GNOR)               |   |
| By:    | All U. Sa           |   |
|        | Managing Dieta      | - |
| Date:  | March 29, 2005      |   |
|        | ATIS, INC.<br>GNEE) |   |
| Ву:    | All L.S             |   |
| Title: | Vice President      | _ |
| Date:  | March 29, 2005      |   |

# **SCHEDULE**

**Trademarks** 

**RECORDED: 03/30/2005** 

ALMATIS ALMATIS + LOGO

# **Trade Mark Applications**

| Trade Mark  | Country of Filing | Application Number / Date of application |
|-------------|-------------------|--|
| ALMATIS     | US                | 78348950                                 |
| (word only) |                   | 7 January 2004                           |
| ALMATIS +   | US                | 78367626                                 |
| logo        |                   | 13 February 2004                         |

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