

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LEON L. COHEN REVOCABLE TRUST		03/09/2005	Trust: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENTRON ALLOYS, LLC		
<b>Street Address:</b>	5855 Oberlin Drive		
<b>Internal Address:</b>	c/o The Argen Corporation		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1177793	REXILLIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(714) 540-1235		
<b>Email:</b>	greg.phillips@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Greg Phillips, Senior Paralegal		
<b>Signature:</b>	/greg phillips/		
<b>Date:</b>	03/30/2005		

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**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made as of this 9<sup>th</sup> day of March, 2005.

WHEREAS, the Leon L. Cohen Revocable Trust, a Florida trust dated April 27, 1976 ("Assignor"), having an address at 900 Chapel Street, New Haven, Connecticut 06502, has adopted, used and is or was using, directly or indirectly, in business the registered trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof (the "Marks");

WHEREAS, Pentron Alloys, LLC, a California limited liability company ("Assignee"), having its office at c/o The Argen Corporation, 5855 Oberlin Drive, San Diego, California 92121, is desirous of acquiring the entire right, title, and interest in and to said Marks and all goodwill attendant therewith; and

WHEREAS, Assignor makes this assignment pursuant to Sections 1.6(a)(iii) and 5.4 of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), under which Assignee purchased the Purchased Assets (as defined therein) from Assignor (and certain of its affiliates).

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein by reference, and made part of this Assignment.
2. Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee, its successors and assigns all of its right, title and interest in and to the Marks, together with all the goodwill of the business symbolized by said Marks, and together with the right to sue and collect damages and/or profits for past, present and future infringements of said Marks, the intent hereof being to substitute Assignee in the place of Assignor.
3. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and shall not enter into any agreement in conflict with this Assignment.
4. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.
5. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable

provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

6. In the event of a conflict between this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

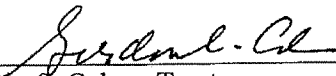
7. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

**ASSIGNOR:**

**LEON L. COHEN REVOCABLE TRUST**

By:   
Gordén S. Cohen, Trustee

**ASSIGNEE:**

**PENTRON ALLOYS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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**TRADEMARK**  
**REEL: 003055 FRAME: 0537**

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

**ASSIGNOR:**

**LEON L. COHEN REVOCABLE TRUST**

By: \_\_\_\_\_  
Gorden S. Cohen, Trustee

**ASSIGNEE:**

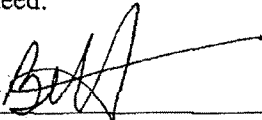
**PENTRON ALLOYS, LLC**

By: \_\_\_\_\_  
Name: *Anton Volkoff*  
Title: *Manager*

\*\*\*\*\*

STATE OF Connecticut  
                  } ss Wallingford  
COUNTY OF New Haven }

On this 14 day of March, 2005, before me personally appeared Gordon S. Cohen to me personally known, who, being duly sworn, did say that he/she is the trustee of the LEON L. COHEN REVOCABLE TRUST and that he duly executed the foregoing instrument for and on behalf of the LEON L. COHEN REVOCABLE TRUST being duly authorized to do so and that said individual acknowledged said instrument to be his free act and deed.

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

**Beth M. Hulteen, Notary Public**  
State of Connecticut  
My Commission Expires 11/30/2008

STATE OF \_\_\_\_\_ }  
                  } ss  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_ day of March, 2005, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he/she is the \_\_\_\_\_ of PENTRON ALLOYS, LLC and that he/she duly executed the foregoing instrument for and on behalf of PENTRON ALLOYS, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

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

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STATE OF \_\_\_\_\_ }  
                                      } ss  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_ day of March, 2005, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he/she is the trustee of the LEON L. COHEN REVOCABLE TRUST and that he duly executed the foregoing instrument for and on behalf of the LEON L. COHEN REVOCABLE TRUST being duly authorized to do so and that said individual acknowledged said instrument to be his free act and deed.

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

STATE OF California }  
                                      } ss  
COUNTY OF San Diego }

On this 9th day of March, 2005, before me personally appeared Anton Woolf to me personally known, who, being duly sworn, did say that he/she is the \_\_\_\_\_ of PENTRON ALLOYS, LLC and that he/she duly executed the foregoing instrument for and on behalf of PENTRON ALLOYS, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Cheryl L. Kleindolph  
\_\_\_\_\_  
Notary Public





Schedule A

Marks

Country / State	Trademark	Application Date	Application Number	Registration Date	Registration Number.
United States					
	REXILLIUM	10/29/1980	73/283789	11/17/1981	1177793

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