

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
The Morgan Crucible Company plc		04/02/2004	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Metal Improvement Company, LLC		
Street Address:	10 Forest Avenue		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1021370	NO-SWAB	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4608		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	tmadmin@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Barbara F. Edwards		
Signature:	/bfe/		
Date:	09/29/2005		
Total Attachments: 5			
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THE MORGAN CRUCIBLE COMPANY plc

**SALE OF EVERLUBE ASSETS
OF
MORGAN ADVANCED CERAMICS, INC.**

April 2, 2004

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made between THE MORGAN CRUCIBLE COMPANY plc, a company organized under the laws of England and Wales with its registered office at Morgan House, Madeira Walk, Windsor, Berkshire SL4 1EP, England (the "Assignor") and METAL IMPROVEMENT COMPANY, LLC, a Delaware limited liability corporation with its principal place of business at 10 Forest Avenue, Paramus, New Jersey 07652, U.S.A. (the "Assignee").

WHEREAS, the Assignor has adopted and used in the United States of America the trademarks ESNALUBE, HENCO-MASK, HENDERLUBE and INSUL-COTE and is the owner of the following trademark registrations and applications:-

Trade Mark	Country	No
ANN-RO	USA	2215695
EM	CTM	599043
E/M	USA	2376661
E/M DESIGN	Japan	1424079
E/M DESIGN	USA	1063084
E/MESSAGES & DESIGN	USA	1368944
E/MESSANGER & DESIGN	USA	1368945
ECOALUBE	USA	818997
ELECTROBOND	USA	761253
ELECTRO-GRAPH	USA	767004
ELECTROLUBE	USA	690783
ELECTRO-MOLY	USA	767005
ENGINEERED COATING SOLUTIONS	USA	2715933
EVERLOX	USA	1058171
EVERLUBE	USA	897568
EVERLUBE	Canada	183239
EVERLUBE	CTM	000576389
EVERLUBE	GB	773850
EVERLUBE	Germany	897491
EVERLUBE	Japan	1530372
EVERLUBE	Taiwan	218703
EVERLUBE	USA	668899
EVERSHIELD	USA	1194662
EVER-SLIK & DESIGN	USA	775640
FORMKOTE	USA	1058172
GUN KOTE & DESIGN	USA	870662
GUN KOTE & DESIGN	USA	857193
INLOX 44	USA	785062
KAL-GARD	Canada	271033
KAL-GARD & DESIGN	USA	847165
KAL-GARD & DESIGN	USA	847274
KAL-GARD & DESIGN	USA	878520
LUBE-LOK	CTM	000883306
LUBE-LOK & DESIGN	USA	574981
LUBRI-BOND	USA	586641
MICROSEAL	Benelux	335987
MICROSEAL	France	1322114
MICROSEAL	USA	1029589
MICROSEAL	CTM (App)	000883694

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Trade Mark	Country	No
NO SWAB	France	1244413
NO SWAB	Japan	1433918
NO SWAB	USA	1021370
NO SWAB	Canada	206747
PERMA-SLIK	USA	715293
SARGE-GUARD	Canada	271881
SARGE-GUARD	Canada	461207
SARGE-GUARD	GB	1588477
SARGE-GUARD	Greece	121417
SARGE-GUARD	Japan	3280084
SARGE-GUARD	South Korea	337822
SARGE-GUARD	Mexico	481405
SARGE-GUARD	Singapore	8786/94
SARGE-GUARD	Switzerland	308896
SINTEF	USA	1522941
SUMMAR	France	1292268
SUMMAR	Germany	1083883
SUMMAR	USA	1442622
X-COAT	Taiwan	311876

(hereinafter collectively the "Trademarks"); and

WHEREAS, pursuant to an Intellectual Property Agreement dated April 2, 2004, between the Assignor and the Assignee (the "Intellectual Property Agreement"), the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to the Trade Marks on the following terms and conditions.

NOW THEREFORE, in consideration of good and valuable consideration as provided in the Intellectual Property Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns all rights, title and interest in and to the Trademarks and the registrations thereof together with any common law rights and all goodwill attaching to the Trade Marks and the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings for infringement of the Trade Marks or for passing off or otherwise infringing the rights of the Assignor in the Trade Marks).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date indicated below.

THE MORGAN CRUCIBLE COMPANY plc

By: N. R. Young
Name: NIGEL R. YOUNG
Title: FINANCE DIRECTOR
Dated:

By: J. A. Clabb
Name: JOSEPHINE A. CLABB
Title: General Counsel (Interim)
Dated:

State/Commonwealth of _____

County of _____

Then personally appeared before me the above named _____ and acknowledged that he or she is an officer of said corporation, that he or she executed the foregoing instrument on behalf of such corporation with authority to do so, and that the signing of the instrument is the free act and deed of the corporation.

Dated this _____ day of _____, 2004.

Notary Public

(SEAL)

(Print Name)

The Assignee accepts the aforesaid assignment as of the date of signature of the Assignor.

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the date indicated below.

METAL IMPROVEMENT COMPANY, LLC

By: David M. Rivellini V.P.
Name: David M. Rivellini
Title: VICE PRESIDENT
Dated: 4/2/2004

Then, personally appeared before me the above named David M. Rivellini and acknowledged that he or she is an officer of said corporation, that he or she executed the foregoing instrument on behalf of such corporation with authority to do so, and that the signing of the instrument is the free act and deed of the corporation.

Dated this 2nd day of April, 2004.

Notary Public

(SEAL)

Mary Ann Dziurzynski (Print Name)

MARY ANN DZIURZYNSKI
A Notary Public of New Jersey
My Commission Expires September 19, 2004