## 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

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

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

/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** 

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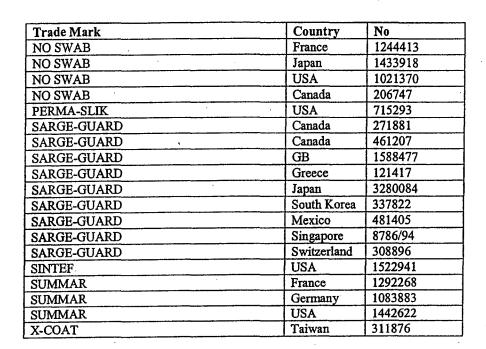
### TRADEMARK ASSIGNMENT

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:-

ANN-RO         USA         221569           EM         CTM         599043           E/M         USA         237666           E/M DESIGN         USA         106308           E/MESSAGES & DESIGN         USA         136894           E/MESSENGER & DESIGN         USA         136894           ECOALUBE         USA         818997           ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3 51 79 34 44 45 5
E/M         USA         237666           E/M DESIGN         Japan         142407           E/M DESIGN         USA         106308           E/MESSAGES & DESIGN         USA         136894           E/MESSENGER & DESIGN         USA         136894           ECOALUBE         USA         818997           ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	51 79 84 84 84 85 85 87 88 88 88 88 88 88 88 88 88 88 88 88
E/M DESIGN       Japan       142407         E/M DESIGN       USA       106308         E/MESSAGES & DESIGN       USA       136894         E/MESSENGER & DESIGN       USA       136894         ECOALUBE       USA       818997         ELECTROBOND       USA       761253         ELECTRO-GRAPH       USA       690783         ELECTROLUBE       USA       690783         ELECTRO-MOLY       USA       767005         ENGINEERED COATING SOLUTIONS       USA       271593         EVERLOX       USA       105817         EVERLUBE       USA       897568         EVERLUBE       Canada       183239         EVERLUBE       CTM       000576         EVERLUBE       GB       773850	3
E/M DESIGN         USA         106308           E/MESSAGES & DESIGN         USA         136894           E/MESSENGER & DESIGN         USA         136894           ECOALUBE         USA         818997           ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	34 44 55 3
E/MESSAGES & DESIGN       USA       136894         E/MESSENGER & DESIGN       USA       136894         ECOALUBE       USA       818997         ELECTROBOND       USA       761253         ELECTRO-GRAPH       USA       767004         ELECTROLUBE       USA       690783         ELECTRO-MOLY       USA       767005         ENGINEERED COATING SOLUTIONS       USA       271593         EVERLOX       USA       105817         EVERLUBE       USA       897568         EVERLUBE       Canada       183239         EVERLUBE       CTM       000576         EVERLUBE       GB       773850	3
E/MESSENGER & DESIGN         USA         136894           ECOALUBE         USA         818997           ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ECOALUBE         USA         818997           ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ELECTROBOND         USA         761253           ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ELECTRO-GRAPH         USA         767004           ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ELECTROLUBE         USA         690783           ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ELECTRO-MOLY         USA         767005           ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
ENGINEERED COATING SOLUTIONS         USA         271593           EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	3
EVERLOX         USA         105817           EVERLUBE         USA         897568           EVERLUBE         Canada         183239           EVERLUBE         CTM         000576           EVERLUBE         GB         773850	
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EVERLUBE Germany 897491	
EVERLUBE Japan 1530373	2
EVERLUBE Taiwan 218703	
EVERLUBE USA 668899	
EVERSHIELD USA 1194662	2
EVER-SLIK & DESIGN USA 775640	
FORMKOTE USA 1058172	2
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 0008833	06
LUBE-LOK & DESIGN USA 574981	
LUBRI-BOND USA 58664.1	
MICROSEAL Benelux 335987	
MICROSEAL France 1322114	
MICROSEAL USA 1029589	
MICROSEAL CTM (App) 0008836	

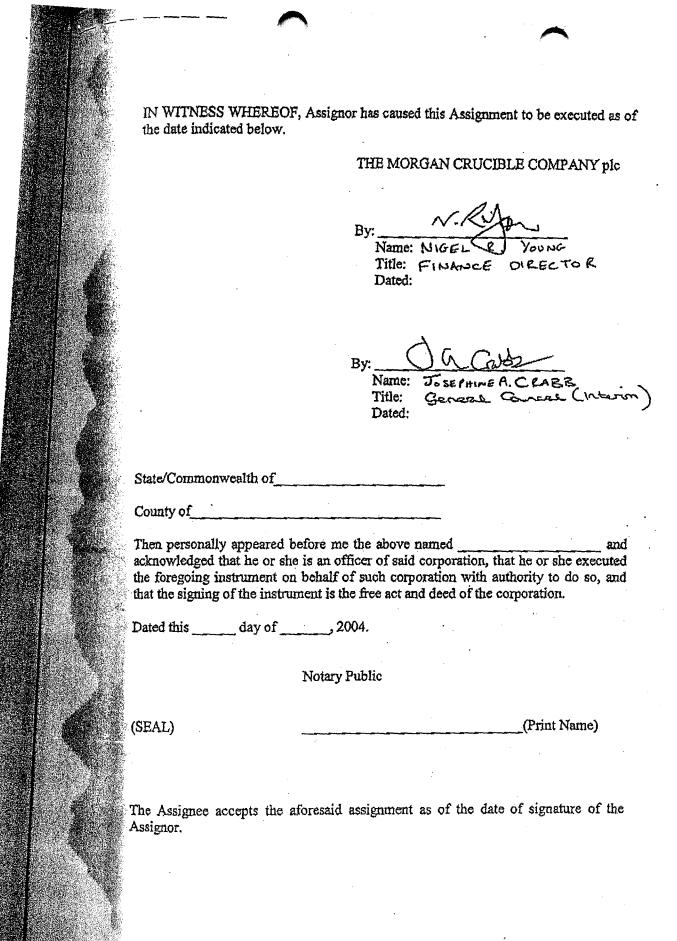
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(hereinafter collectively the "Trademarks"); and

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

METAL IMPROVEMENT COMPANY, LLC

By: Doniel Myfendler	V.1
Name: Naca M. Rivellini	
Title: VICE PRESIDENT Dated: 4/2/2004	

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 Aud day of April , 2004.

Notary Public

(SEAL)

Print Nam

MARY ANN DZIURZYNSIQ / A Notary Public of New Jersey

My Commission Expires September 19, 2004

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