

01-19-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORD
TRA**



103160010

To the Director of the U.S. Patent and Trademark Office

Use new address(es) below.

1-3-06

1. Name of conveying party(ies):

Shieldalloy Metallurgical Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Metallurg Vanadium Corporation
Internal
Address: _____
Street Address: 60790 Southgate Road
City: Cambridge
State: Ohio
Country: USA Zip: 43725

3. Nature of conveyance /Execution Date(s):

Execution date(s) January 1, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Ohio
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or deposition of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,690,052

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & Address of party to whom correspondence concerning document should be mailed:

Name: Carolyn Casselman, Esq.
Internal Address: c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP
Street Address: 1285 Avenue of the Americas
City: New York
State NY Zip: 10019-6064
Phone Number: (212) 373-3757
Fax Number: (212) 492-0757
Email Address: ccasselman@paulweiss.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 500706
Authorized User Name Paul, Weiss, Rifkind, Wharton & Garrison; User: Carolyn Casselman

9. Signature

Signature

Carolyn Casselman, Esq.

1/13/05

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/18/2006 DBYRNE 00000154 500706 2690052
40.00

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 1st day of January, 2006 by SHIELDALLOY METALLURGICAL CORPORATION, a Delaware corporation, having its principal place of business at 12 West Boulevard, Newfield, NJ 08344 ("Assignor"), to METALLURG VANADIUM CORPORATION, an Ohio corporation, having its principal place of business at 60790 Southgate Road, Cambridge, OH 43725 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the trademark FEROVAN, which mark is registered in the countries listed on Schedule A and the common law trademark, REVAN (collectively referred to as the "Marks");

WHEREAS, pursuant to that certain Contribution, Assignment and Subscription Agreement by and between Assignor and Assignee dated as of the 1st day of January, 2006 ("Contribution Agreement"), Assignor has assigned to Assignee all of Assignor's right, title and interest in and to the Marks worldwide, together with the goodwill of the business associated therewith, and all the registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee all of Assignor's right, title and interest in and to the Marks worldwide, the registrations therefor listed in Schedule A together with the goodwill of the business symbolized by the Marks, including, without limitation, Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Marks worldwide, including, without limitation, damages and payments for past or future infringements thereof worldwide; (2) the right to sue for past, present and future infringements of the Marks worldwide; (3) the right to secure all renewals for the registrations of the Marks worldwide; (4) the right to secure registration for the Marks worldwide; and (5) all worldwide rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

This Trademark Assignment is made in furtherance of, and subject to the terms of the Contribution Agreement.

Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, execute further documentation, testify on behalf of Assignee or its designees in matters involving the Marks and do all other lawful acts necessary to carry out the intent of this Trademark Assignment as well as to provide such other material, information and assistance to Assignee or its designees, as may be considered necessary in connection therewith. This Agreement may be executed in counterpart and through the delivery of facsimile signature pages.

[signature page follows]


IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the date first above written.

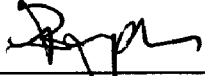
ASSIGNOR

ASSIGNEE

SHIELDALLOY METALLURGICAL CORPORATION

METALLURG VANADIUM CORPORATION

By: 
Name: Barry C. Nuss
Title: Vice President, Finance

By: 
Name: Barry C. Nuss
Title: Vice President, Finance

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Canada	FEROVAN	TMA 601,751	2/10/04
Mexico	FEROVAN	724045	11/27/01
U.S.	FEROVAN	2,690,052	2/25/03