

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
ELM Holdings Inc.		12/31/1997	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Norton Company		
Street Address:	One New Bond Street		
City:	Worcester		
State/Country:	MASSACHUSETTS		
Postal Code:	01615-0008		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0049394	CARBORUNDUM	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	azgifford@duanemorris.com		
Correspondent Name:	Allison Z. Gifford, DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	D9147-01960		
NAME OF SUBMITTER:	Peter E. Kidd		
Signature:	/peterekidd/		
Date:	11/17/2006		

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Total Attachments: 4

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AGREEMENT

THIS AGREEMENT is made as of December 31, 1997 by and between Elm Holdings Inc. (formerly known as "The Carborundum Company"), a Delaware corporation, having offices at 200 Public Square, Cleveland, Ohio 44114 (hereinafter known as the "Company") and Norton Company (hereinafter known as "Norton"), a Massachusetts company, having offices at 1 New Bond Street, Worcester, Massachusetts.

WHEREAS, Company owns certain abrasive service and trademarks,

WHEREAS Company has a number of license agreements in effect which allow third parties to use such abrasives marks,

WHEREAS such abrasives trademarks were excluded from the Amendment and Restatement Stock Purchase Agreement dated 27 February 1996 between The Standard Oil Company, BP Exploration (Alaska) Inc., BP International Limited, The Carborundum Company and Societe Europeene des Produits Refractaires,

WHEREAS, Norton desires to obtain from Company the abrasive trademarks,

WHEREAS, Company is willing to sell the abrasive marks to Norton, but only in accordance with the terms and conditions of this Agreement, and

WHEREAS, Company is willing to assign the license agreements to Norton, but only in accordance with the terms and conditions of the license agreements and this Agreement;

NOW THEREFORE, in consideration of the premises and covenants herein set forth the parties hereby agree as follows:

Article 1 - Definitions

The terms set forth below shall be defined as follows when used in this Agreement:

1.01 "Abrasive Marks" -- means the service marks and trademarks set forth in Schedule A attached to this Agreement and any other marks previously used by the Carborundum abrasives business which might have been inadvertently omitted from Schedule A.

1.02 "Abrasive Trademark License Agreements" -- means the abrasive trademark license agreements set forth in Schedule B attached to this Agreement.

1.03 "Effective Date" -- means the date this Agreement was executed by all parties hereto.

1.04 "Affiliate" shall mean The British Petroleum Company p.l.c. and any company directly or indirectly controlled by it. "Directly Controlled" shall mean holding shares carrying 50% or more votes at a general meeting, or its equivalent and "Indirectly Controlled" shall mean

USA

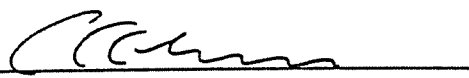
ASSIGNMENT

WHEREAS, Elm Holdings Inc., a Delaware corporation with office at 200 Public Square, Cleveland, Ohio 44114-2375, is the owner of the trademarks therefor, set forth on the attached Schedule A; and

WHEREAS, Norton Company, a Massachusetts company, with offices at 1 New Bond Street, Worcester, Massachusetts, is desirous of acquiring the trademarks therefor, set forth on the attached Schedule A, and the goodwill associated therewith, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged; Elm Holdings Inc. hereby assigns to Norton Company all right, title and interest in the trademarks, set forth on the attached Schedule A, together with the goodwill of the business symbolized by these marks, along with the right to recover for damages and profits for past infringements thereof.

Elm Holding Inc.

By: 
Christopher C. Clarke
Attorney In Fact

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Reg. No</u>
Aloxite	Australia	A17643
Aloxite	Australia	A2499254
Aloxite	Australia	A267787
Aloxite	Australia	A57091
Aloxite	Dominican Republic	4628
Aloxite	Japan	8875484
Aloxite	New Zealand	12382
Aloxite	Singapore	3447
Aloxite	Singapore	3448
Aloxite	Singapore	3449
Blastite	Canada	259/55634
Carboflex	Brazil	007246480
Carboflex	Venezuela	130759
Carborundum	Australia	A443067
Carborundum	Australia	A7112
Carborundum	Benelux	053757
Carborundum	Brazil	002180995
Carborundum	Brazil	002381869
Carborundum	Brazil	002901445
Carborundum	Brazil	005006635
Carborundum	Canada	68/16620
Carborundum	Chile	324419
Carborundum	Columbia	8391
Carborundum	Dominican Republic	4629
Carborundum	El Salvador	8249
Carborundum	France	1245073
Carborundum	Hong Kong	8081973
Carborundum	Korea	28104
Carborundum	Korea	28105
Carborundum	New Zealand	9169
Carborundum	Peru	14652
Carborundum	Peru	14653
Carborundum	Peru	14654
Carborundum	United States	49394
Carborundum	Uruguay	229671
Carborundum	Venezuela	13172
Carborundum	West Germany	262352
Carborundum	West Germany	99613
Carborundum	Yugoslavia	184
Carborundum	Yugoslavia	9200
Carbotronic	United States	675938
Corporate Symbol	Great Britain	914597
Corporate Symbol	New Zealand	86009
Corporate Symbol	New Zealand	86010
Corporate Symbol (Design)	Mexico	157300
Ferrocabo	France	1434353
Indian Head	Israel	4365
Indian Head	Norway	25258
Indian Head	Switzerland	355143

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Australia
Australia
Singapore
Singapore

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