

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 Carborundum Company		10/14/1994	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ELM Holdings Inc.		
Street Address:	200 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: DELAWARE		
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:	11/20/2006		

CH \$40.00 0049394

Total Attachments: 4

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Assignment of Certain Assets,
Assumption of Certain Liabilities
And Indemnity

This Agreement ("Agreement"), made this 14th day of October, 1994, by and between The Carborundum Company, a Delaware corporation ("CBO"), BP America Inc., a Delaware corporation ("BPA") and ELM Holdings Inc., a Delaware corporation ("ELM").

WHEREAS, CBO, BPA and ELM wish to provide for the transfer of certain assets to, and the assumption of certain liabilities by ELM and for BPA to indemnify CBO against certain liabilities.

NOW THEREFORE, it is agreed that with effect as of October 11, 1994 for good and valuable consideration:

1. CBO hereby grants, conveys, assigns, transfers, sets over and delivers to ELM, at the respective book value of each asset or liability, and ELM hereby accepts delivery of all of CBO's interest, right, assets or liabilities to ELM connected to or arising from the Discontinued Operations listed in Part A and Part B of Schedule D, attached hereto.
2. BPA shall indemnify, defend and save and hold harmless ("Indemnify"), and shall cause ELM to Indemnify, CBO against any and all claims, damages, losses, expenses, costs, deficiencies, penalties, liens, interest, fines, assessments, charges, obligations or liabilities of any kind, including reasonable attorneys' fees and court costs (collectively "Losses" and individually "Loss") to the extent arising from or attributable to:
 - A. All costs and obligations associated with the notice and investigation requirements of the New Jersey Industrial Site Recovery Act ("NJ ISRA"), including all such costs associated with CBO's Keasby, New Jersey facility, and such remediation as may be required pursuant to NJ ISRA as a consequence of a sale of all or a part of CBO or its assets.
 - B. Liability for personal injury or property damage to third parties as a consequence of exposure to refractory ceramic fiber.
 - C. Liability for environmental remediation obligations connected with either or both of CBO's Heating Elements Business, divested in December 1993, or the Metallurgy Division, divested in February 1993.

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3. BPA shall Indemnify CBO and CBO's foreign affiliates from and against any and all damages, losses, expenses, costs, deficiencies, interest and liabilities, including reasonably attorneys' fees and court costs to the extent arising from or attributable to the case of Stein Industrie, et al. v. Carborundum Resistant Materials, Ltd. et al., pending in the Paris Court of Commerce.
4. The parties agree to execute and deliver from time to time upon request such further documents or instruments as may be necessary to carry out the transfer of assets and assumption of liabilities described in Section 1 above.
5. To the extent the assignment of any of the assets or liabilities described in Section 1 above require the consent of any third party, CBO and ELM agree to use reasonable efforts to obtain such consents; and, pending receipt of such consents to use reasonable efforts to arrange that ELM, as of the effective date of each assignment, enjoys the benefits of, subject to the burdens of, such assets and liabilities.
6. This Agreement expresses the entire agreement of the parties with respect to its subject matter. This Agreement shall be governed by the laws of the state where each respective piece or real property is located with respect to the assets and liabilities consisting of the real properties referred to in Section 1, and the laws of Ohio with respect to the assets and liabilities other than real property referred to above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

THE CARBORUNDUM COMPANY

By S. A. Rutledge

Title SECRETARY

ELM HOLDINGS INC.

By S. A. Rutledge

Title SECRETARY

BP AMERICA INC.

By S. A. Rutledge

Title SECRETARY

SCHEDULE D

A. The Discontinued Operations are all interests, rights, assets or liabilities arising out of the current businesses of:

1. The following businesses which were not part of CBO as of September 30, 1994:
 - Abrasives, Activated Carbon, Catalyst Carriers, Chapman Industries, Chemfix, Commercial Filters, Dilectrix, Edlon Plastics, Eidal, Electro Minerals, Engine Components, Environmental Systems, Filter Media; Fluorodynamics, G-W Plastics, Graphite Products, Kynol, Lockport-Felt, Lortone, Pangborn, Penetryn, Pollution Control, Rainbow Irrigation, Special Contaminants Monitoring, Spode, Tysaman, Western Irrigation, and Weyburn Camshafts;
 - Hitco, DWA Composites, Filon, Silmar, Advanced Composites and Aerospace Composites;
2. TA KWANG REFRACTORIES CO., LTD. (a Republic of China entity) sold by CVI in October 1987;
3. GRANALHA DE ACO S.A. (a Brazillian entity) sold by Carborundum S.A. in October 1988;
4. TOKYO KOKYU ROZAI CO., LTD. (A Japanese entity) sold by CVI in October 1988;
5. CBO's New Iberia, Louisiana, Fibers Division plant divested during 1991;
6. CBO's Heating Element Business divested in December 1993;
7. CBO's Metaullics Division divested in February 1993, including but not limited to the Graphite Facility located at 2050 Cory Road, Sanborn, New York, the Lease between CBO and Metaullics Systems Co., L.P., dated 2/8/93 and all environmental clean-up obligations connected therewith;
8. A parcel of Vacant Land, located at Wendt Drive and Walmore Avenue, Niagara Falls, New York;
9. Lease No. G S-00P-22895 (SCM) as amended by Amendment No. 1 dated 10/25/89, between CBO and the National Defense Stockpile Manager;

10. Carborundum Environmental Systems Canada, Ltd., a subsidiary of CVI, dissolved on July 3, 1992.

B. Discontinued Operations also include the following dormant subsidiaries and/or assets and liabilities:

1. The portion of CBO's Buffalo Avenue Complex, Niagara Falls, New York, further described as Parcel "C", outlined in green on Attachment A;
2. All costs and obligations associated with the notice and investigation requirements of NJ ISRA as may be required to transfer the Keasbey, New Jersey facility to Buyer;
3. Seven Hundred Seven Development Corporation, a New York corporation;
4. Sohio Electronic Systems, Inc., a Massachusetts corporation.

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