

03-14-2007



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Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Refractories, Inc.		02/15/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	BBBP Acquisition, LLC
Street Address:	P.O. Box 276
City:	Snow Shoe
State/Country:	PENNSYLVANIA
Postal Code:	16874
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1663440	FRANCITE
Registration Number:	2440128	FRANCO
Registration Number:	2351912	MEDAL
Registration Number:	2351913	ROCKSPAR
Registration Number:	2350179	SPARTAN
Registration Number:	2350195	TITAN

CORRESPONDENCE DATA

Fax Number: (901)577-0844
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9015262000
 Email: jstrain@bakerdonelson.com
 Correspondent Name: Baker, Donelson, Bearman, Caldwell & Ber
 Address Line 1: 165 Madison Avenue, Suite 2000
 Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:

2904037-0001

OP \$165.00 1663440

TRADEMARK
REEL: 003501 FRAME: 0616

NAME OF SUBMITTER:	Jason Strain, Esq.
Signature:	/Jason Strain/
Date:	02/28/2007
Total Attachments: 4 source=ASSN Premier to BBBP#page1.tif source=ASSN Premier to BBBP#page2.tif source=ASSN Premier to BBBP#page3.tif source=ASSN Premier to BBBP#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of the 15th day of February, 2007, between **Premier Refractories, Inc.**, a Delaware corporation having offices at c/o Vesuvius USA Corporation, 250 Park West Drive, Pittsburgh, Pennsylvania 15275 (hereinafter "Assignor"), and **BBBP Acquisition, LLC.** a Delaware limited liability company having a mailing address of P.O. Box 276, Snow Shoe, Pennsylvania 16874 (hereinafter "Assignee").

WHEREAS, Assignor owns the right, title and interest in, to and under any trademarks, common law trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks"), which are specifically identified and listed in **Schedule A**, attached hereto, incorporated herein and made a part hereof, and the goodwill associated with the same; and

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in, to and under the Trademarks, specifically identified and listed in **Schedule A**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged and intending to be legally bound hereby, the Assignor and Assignee agree as follows.

ASSIGNOR DOES HEREBY ASSIGN, TRANSFER AND SET OVER unto the Assignee, subject to the retained right, title and interest of Assignor as noted on **Schedule A** (the "Retained Trademark Rights"), its right, title, and interest in, to and under: (i) the Trademarks of the Assignor as set forth in **Schedule A**, and (ii) all renewals and extensions thereof, together with any and all goodwill relating to the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the respective Trademark Offices to record the Assignee as the owner of those certain Trademarks that are registered and to grant any and all trademark registrations and renewals arising from the Trademarks to Assignee; and

ASSIGNOR FURTHER AGREES that Assignor will, upon the request of the Assignee, promptly execute and deliver to Assignee such further assignments and all papers, instruments or affidavits to effect fully this Assignment and as required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, the right to recover for any past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

ASSIGNEE:
BBBP Acquisition, LLC

By: Brett Blair

Name: Brett Blair

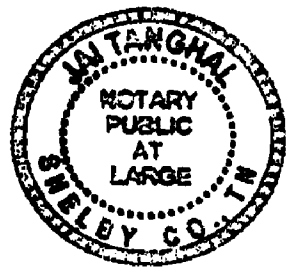
Title: Managing Member

STATE OF Tennessee)
COUNTY OF Shelby) SS:

The foregoing instrument was acknowledged before me in the City of Memphis,
this 15th day of February, 2007, by Brett Blair, Managing Member of
BBBP Acquisition, LLC, on behalf of the Assignee.

Jaitanghal
Notary Public

My Commission Expires: July 10, 2007



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SCHEDULE A

A. Registered Trademarks

MARK	Registration No.	Date of Registration	Next Renewal	Goods
FRANCITE	1663440	November 5, 1991	November 5, 2011	Refractory Bricks
FRANCO ^{*1}	2440128	April 3, 2001	April 3, 2011	Refractory Bricks
MEDAL	2351912	May 23, 2000	May 23, 2010	Refractory Bricks
ROCKSPAR	2351913	May 23, 2000	May 23, 2010	Refractory Bricks
SPARTAN	2350179	May 16, 2000	May 16, 2010	Refractory Bricks
TITAN	2350195	May 16, 2000	May 16, 2010	Refractory Brick for Use in Blast Furnaces and Other High Temperature Furnaces and Ovens

B. Common Law (Unregistered) Trademarks

MARK	Goods		MARK	Goods
ALU-DRI ^{*2}	High alumina brick		PR-90	
ANDALU ^{*3}	High alumina brick		J-41-BP	
SEMI-ANDALU			J-63 ^{*4}	
SEMILITE			J-70	
MAXI			A-6	
MINI			A-7	
LEHIGH			A-697	
BHA			F-85	
FNS			F-90	
BS-393			F-95	
BS-408			FR	
BS-1177			RS	
PR-20 IFB			RSPAR	
PR-23 IFB			FRS-1205, FRS-1215	
PR-26 IFB			ASC-A, ASC-B	
PR-28 IFB			Corindon	
PR-45				
PR-70				
PR-85				

*1 The trademark rights Seller is transferring hereunder are expressly limited to the goods listed in the registration. Seller reserves all of its common law rights to this trademark for use in non-brick products, particularly refractory castable and lite weight products.

*2 The trademark rights Seller is transferring hereunder are expressly limited to the common law rights for the goods listed above. Seller reserves all of its common law rights to this trademark for use in non-brick products and all rights to its trademark registration (Reg. No. US 1565955) for "Monolithic Refractory Castables".

*3 The trademark rights Seller is transferring hereunder are expressly limited to the common law rights for the goods listed above. Seller reserves all of its common law rights to this trademark for use in non-brick products.

*4 Seller reserves the right to continue using this trademark in relation to products toll manufactured on behalf of Seller.

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RECORDED: 02/28/2007

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