

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
Excell Materials, Inc.		09/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Excell Technologies, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2287423	RECLIME	
Registration Number:	2947237	SORELMIX	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1893		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Bryan H. Opalko		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0050187-000001		
NAME OF SUBMITTER:	Bryan H. Opalko		
Signature:	/Bryan H. Opalko/		

CH \$65.00 2287423

Date:

08/22/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*") is dated this 27TH day of September, 2007, by and between Excell Materials, Inc., a Delaware corporation ("*Assignor*") and Excell Technologies, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Transfer Agreement, dated as of September 27th, 2007, pursuant to which Assignor has agreed to transfer the "*Existing Intellectual Property*" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations, applications for registration of trademarks, and unregistered trademarks identified and set forth on Schedule A (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Transfer Agreement, the Trademarks and associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect

in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to application of choice of law principles.

5. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed and delivered, on the day and year first above written.

ASSIGNOR:

EXCELL MATERIALS, INC.

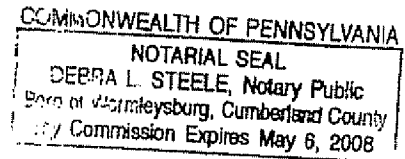
By [Signature]
Name: Salvatore D. Fazzolari
Title: Chairman & Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CUMBERLAND) SS:

On this 27th day of September, 2007 before me Salvatore D. Fazzolari, known to me to be Chairman & CEO of Excell Materials, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Excell materials, Inc.

[Signature]
Notary Public:
My commission expires:



ASSIGNEE:

EXCELL TECHNOLOGIES, INC.

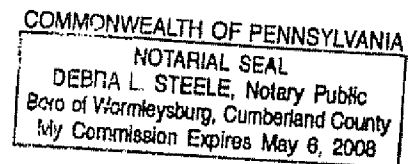
By [Signature]
Name: Salvatore D. Fazzolari
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CUMBERLAND) SS:

On this 27th day of September, 2007 before me Salvatore E. Fazzolari, known to me to be Vice President of Excell Technologies, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Excell Technologies, Inc.

[Signature]
Notary Public:
My commission expires:



**SCHEDULE A
TRADEMARKS**

(See attached listing.)

SCHEDULE A

INTELLECTUAL PROPERTY

(1) RECLIME - Application No. 75/47761; registered on October 19, 1999 (#2287423)

(1) SORELMIX - Application No. 76/405,665; registered on May 10, 2005 (#2947237)

(2) TRACYMIX - Application No. 76/405,475 (Abandoned)

(3) COMIX - Application No. 76,405,663 (Abandoned)

(1) SORELMIX - Application No. 1,138,458 ; registered on October 14, 2003
(#TMA592252)

(2) TRACYMIX - Application No. 1,138,457 (Abandoned)

(3) COMIX - Application No. 1,138,456 (Abandoned)

- BERMIX (name and logo - "marca mista") - Application No. 822674653 (registration application approved on October 17, 2006). Product Classification/Service (NCL(7)35): advertising, management of commercial business, commercial administration, administrative activities. Specification: commercialization of industrial residue byproducts, more specifically ferro-chrome slag and stainless steel slag.
- BERMIX (name and logo - "marca mista") - Application No. 822674661 (registration granted on September 29, 2006). Product Classification/Service (NCL(7)06): metals and their alloys, building metallic materials, metallic portable constructions; metallic material for railways, non-electrical cables and wires; metal works and ironware; metallic pipes; strongboxes; metallic products not included in other classes; minerals. Specification: metals and their alloys; steel; aluminum and iron (ferro); metallic materials; metal works and ironware; metallurgical products [all included in this class].
- BERMIX (name and logo - "marca mista") - Application No. 822674670 (registration granted on September 29, 2006). Product Classification/Services (NCL(7)07): machines and tooling machinery; engines (except for land vehicles); fusions and driving bands (except for land vehicles); automated agricultural tools; incubators. Specification: machines and tooling-machinery, engines (except for land vehicles), equipment, accessories, spare parts and components [all included in this class].
- BERMIX (name and logo - "marca mista") - Application No. 822674645 (registration application approved on May 30, 2006). Product Classification/Services (NCL(7)37): construction; repairs, maintenance and repairs in general; installation services. Specification: installation services, repair, maintenance of machines and industrial equipment in general.
- AGROSILÍCIO (only name - "marca nominativa") - Application No. 823474607 (registration application approved on September 26, 2006). Product Classification/Services (NCL(7)01): chemical substances for industrial, scientific, photographic, agricultural, horticultural and forestry purposes; unrefined artificial resins, unrefined plastic materials; fertilizers for soil; fire extinguisher components;

compositions for mixing and welding metals; chemical products food preserving; tannin substances; adhesives for industry. Specification: chemical products for acidity correction and soil fertilizing [slags].

- RECLIME (only name - "marca nominativa") - Application No. 823474615 (registration application approved on October 3, 2006). Product Classification/Services (NCL(7)01): chemical substances for industrial, scientific, photographic, agricultural, horticultural and forestry purposes; unrefined artificial resins, unrefined plastic materials; fertilizers for soil; fire extinguisher components; compositions for mixing and welding metals; chemical products food preserving; tannin substances; adhesives for industry. Specification: chemical products for acidity correction and soil fertilizing [slags].
- BRITA DE FERRO CROMO (only name - "marca nominativa") - Application No. 823474623 (registration application denied on October 3, 2006). Product Classification/Services (NCL(7)19): construction materials (non-metallic); non-metallic rigid pipes for constructions; asphalt, pitch and bitumen; portable non-metallic constructions; non-metallic monuments. Specification: slag stones.
- RECMIX (name and logo - "marca mista") - Application No. 825157595 (registration application published on February 25, 2003). Product Classification/Services (NCL(8)40): material treatment. Specification: recycling of residues.
- RECMIX (name and logo - "marca mista") - Application No. 825157609 (registration application published on February 25, 2003). Product Classification/Services (NCL(8)35): advertising; business management; office activities. Specification: slag commercialization and scraps in general.
- AGROSILÍCIO (name and logo - "marca mista") - Application No. 825878942 (registration application published on November 11, 2003). Product Classification/Services (NCL(8)01): chemical substances for industrial, scientific, photographic, agricultural, horticultural and forestry purposes; unprocessed plastic material; fertilizers; fire-extinguisher compositions; compositions for mixing and welding metals; chemical products for food preserving; tannin substances; adhesives for industry. Specification: chemical products for acidity correction and soil fertilizing [slags].