

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Osram Sylvania Inc.		08/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Tungsten & Powders Corp.		
<b>Street Address:</b>	Hawes Street		
<b>City:</b>	Towanda		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18848		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78391805	SLEUTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)925-1101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9549251100		
<b>Email:</b>	patents@patentusa.com		
<b>Correspondent Name:</b>	Lerner Greenberg Stemer LLP		
<b>Address Line 1:</b>	P.O. Box 2480		
<b>Address Line 4:</b>	Hollywood, FLORIDA 33022-2480		
<b>ATTORNEY DOCKET NUMBER:</b>	SBT-9351		
<b>NAME OF SUBMITTER:</b>	Werner H. Stemer		
<b>Signature:</b>	/Werner H. Stemer/		
<b>Date:</b>	11/26/2008		

OP \$40.00 78391805

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS is made this 31st day of July, 2008 by and between OSRAM SYLVANIA INC., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), and GLOBAL TUNGSTEN, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

### WITNESSETH:

WHEREAS, Assignor, OSRAM Česká republika s.r.o. (formerly known as OSRAM Bruntál spol. s r.o.), a limited liability company organized and existing under the laws of the Czech Republic, OSRAM GmbH, a limited liability company organized and existing under the laws of the Federal Republic of Germany, OSRAM SYLVANIA Products Inc., a corporation organized and existing under the laws of the State of Delaware, and Global Tungsten & Products Corp., a corporation organized and existing under the laws of the State of Delaware, have entered into that certain Amended and Restated Purchase and Sale Agreement, dated as of July 31, 2008 (the "Purchase and Sale Agreement");

WHEREAS, pursuant to the Purchase and Sale Agreement, Assignor has agreed to convey to Assignee the trademarks listed on Schedule 1 attached hereto (collectively referred to as the "Marks").

WHEREAS, pursuant to the Purchase and Sale Agreement, Assignor has agreed to convey to GTP America all of Assignor's right, title and interest in and to the uncertificated limited liability company interests in Assignee.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Pursuant to Section 2.2 of the Purchase and Sale Agreement, and subject to Section 2 hereof, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business symbolized by the Marks. Except as provided in Article 3 of the Purchase and Sale Agreement, Assignor makes no representations or warranties, express or implied, with respect to any of the Marks.

2. Terms of Purchase and Sale Agreement Control. Nothing contained in this Assignment of Trademark Rights shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Purchase and Sale Agreement or any of the rights, remedies or obligations arising therefrom. This Assignment of Trademark Rights shall in all ways be governed by, and subject to, the Purchase and Sale Agreement.

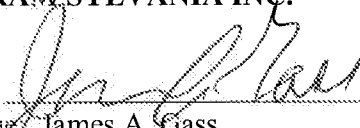
3. Further Assurances. Assignor and Assignee shall perform all acts, including executing documents or certificates and providing change of name documentation, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment of Trademark Rights, provided, however, that Assignor's obligation to provide any such change of name documentation shall only apply to name changes occurring prior to the execution of this Assignment of Trademark Rights; and provided, further, that except with respect to executing documents or certificates and providing such change of name documentation or as otherwise provided in the Purchase and Sale Agreement, Assignee shall bear all costs of any such acts and shall promptly reimburse Assignor its reasonable costs incurred in taking any such acts. In addition, Assignee shall promptly record this Assignment of Trademark Rights (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office and any comparable trademark office in any foreign country in which any of the Marks are filed and/or registered to change the name and address of record for the Marks or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Marks will be sent to Assignee. Assignee acknowledges that Assignor shall have no obligation to maintain the Marks after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of rights associated with any Marks after the date hereof, including without limitation any abandonment of an application or termination of a registration for failure to make any filings or pay any applicable fees after the date hereof.

4. Miscellaneous. This Assignment of Trademark Rights (a) is executed pursuant to the Purchase and Sale Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase and Sale Agreement.

*[Signatures Follow]*


IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Trademark Rights to be duly executed as of the date first written above.

**OSRAM SYLVANIA INC.**

By:   
Name: James A. Gass  
Title: Vice President, Corporate Projects

**GLOBAL TUNGSTEN, LLC**

By: OSRAM SYLVANIA INC., its Sole Member

By:   
Name: James A. Gass  
Title: Vice President, Corporate Projects

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK RIGHTS]

Schedule I  
(to Assignment of Trademark Rights)

Marks

(Attached)

Trademark Name	Product Category	App Number	Reg Number	Trademark Status	Country Name	File Date	Pub Date	Reg Date	Class
GlacierGLO	Phos-EL	1121939	TMA625866	Registered	Canada	13-Nov-2001	18-Feb-2004	18-Nov-2004	1
GlacierGLO	Phos-EL	2462745	2462745	Registered	European Community	14-Nov-2001		21-May-2003	1, 11
GlacierGLO	Phos-EL	200263681	4668952	Registered	Japan	29-Jul-2002		02-May-2003	1, 11
GlacierGLO	Phos-EL	2006-33394	4007033990000	Registered	Korea, Republic of	27-Jun-2006		21-Mar-2007	1
GlacierGLO	Phos-EL	91033020	1041776	Registered	Taiwan	01-Aug-2002	01-Feb-2003	01-May-2003	1
GlacierGLO	Phos-EL	91033021	1050672	Registered	Taiwan	01-Aug-2002		16-Jul-2003	11
GlacierGLO	Phos-EL	76/336494	2778383	Registered	United States of America	08-Nov-2001	26-Mar-2002	28-Oct-2003	1
ICEGLO	Phos-EL	1050840	TMA566174	Registered	Canada	13-Mar-2000	05-Dec-2001	21-Aug-2002	1
ICEGLO	Phos-EL	1382613	1382613	Registered	European Community	15-Nov-1999	13-Jun-2000	22-Jan-2001	1, 9, 11
ICEGLO	Phos-EL	75820661	2756537	Registered	United States of America	12-Oct-1999	06-Jun-2000	26-Aug-2003	1
PURETUNG	RFM-W-Part	77029627	3279033	Registered	United States of America	26-Oct-2006	29-May-2007	14-Aug-2007	9
SLEUTH	RFM-W-Part	78/391805		Published	United States of America	26-Mar-2004	09-Sep-2005		6
TUNGSTAR	RFM-W-WCu	1117642	TMA603056	Registered	Canada	04-Oct-2001	04-Jun-2003	24-Feb-2004	1
TUNGSTAR	RFM-W-WCu	1969656	1969656	Registered	China	08-Oct-2001	14-Nov-2002	14-Feb-2003	1
TUNGSTAR	RFM-W-WCu	2401941	2401941	Registered	European Community	05-Oct-2001		14-May-2003	1
TUNGSTAR	RFM-W-WCu	2001/89412	4709557	Registered	Japan	04-Oct-2001		12-Sep-2003	6
TUNGSTAR	RFM-W-WCu	2001/43510	4005540410000	Registered	Korea, Republic of	04-Oct-2001	26-Apr-2003	18-Jul-2003	1
TUNGSTAR	RFM-W-WCu	T01/15957A	T01/15957A	Registered	Singapore	12-Oct-2001		27-Jan-2003	1
TUNGSTAR	RFM-W-WCu	90041054	1025722	Registered	Taiwan	04-Oct-2001		16-Dec-2002	1
TUNGSTAR	RFM-W-WCu	76/315760	2639134	Registered	United States of America	21-Sep-2001	30-Jul-2002	22-Oct-2002	1
ZIRTUNG	RFM-W-Part	72/019921	649626	Registered	United States of America	26-Nov-1956		06-Aug-1977	9
GlacierGLO	Phos-EL			Pending	China	22-Jul-08			1

STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANY  
INTO A  
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Global Tungsten & Powders Corp., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Global Tungsten Products, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Global Tungsten & Powders Corp.

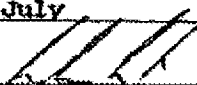
FOURTH: The merger is to become effective on filing

FIFTH: The Agreement of Merger is on file at 4 Hawes Street  
Towanda, PA 18848, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31st day of July, A.D., 2008

By:   
Authorized Officer

Name: Karlheinz Wex  
Print or Type  
Title: Chief Financial Officer



STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANY  
INTO A  
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Global Tungsten & Powders Corp. a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Global Tungsten, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Global Tungsten & Powders Corp.

FOURTH: The merger is to become effective on filing

FIFTH: The Agreement of Merger is on file at 4 Hawes Street  
Towanda, PA 18848, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31st day of July, A.D., 2008

By: [Signature]  
Authorized Officer

Name: Karlheinz Wex  
Print or Type  
Title: Chief Financial Officer