

**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.              |  | 07/31/2008            | 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: 5</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 2778383  | GLACIERGLO            |                       |
| Registration Number:             | 2756537  | ICEGLO                |                       |
| Registration Number:             | 3279033  | PURETUNG              |                       |
| Registration Number:             | 2639134  | TUNGSTAR              |                       |
| Registration Number:             | 0649626  | ZIRTUNG               |                       |
| <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 Steiner 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 US ASSIGNMENTS   |                       |                       |

OP \$140.00 2778383

|  |                    |
|--|--------------------|
| NAME OF SUBMITTER:   | Werner H. Stemer   |
| Signature:   | /Werner H. Stemer/ |
| Date:  | 01/23/2009         |
| <b>Total Attachments: 7</b><br>source=Trademark Assignment#page1.tif<br>source=Trademark Assignment#page2.tif<br>source=Trademark Assignment#page3.tif<br>source=Trademark Assignment#page4.tif<br>source=Trademark Assignment#page5.tif<br>source=SBT-9351-merge doc#page1.tif<br>source=SBT-9351-merge doc#page2.tif |                    |

## 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.

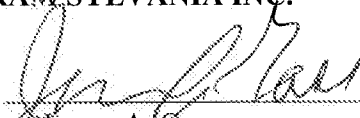
3. Further Assurances. Assignor and Assignee shall perform all acts, including executing documents or certificates and providing change of name documentation, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment of Trademark Rights, provided, 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(e) 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.

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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