

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------|
| BA Holdings, Inc. | | 02/23/2009 | CORPORATION: DELAWARE |
| Luxfer Inc. | | 03/23/2009 | CORPORATION: DELAWARE |
| Hart Metals, Inc. | | 03/23/2009 | CORPORATION: DELAWARE |
| MEL Chemicals Inc. | | 03/23/2009 | CORPORATION: NEW JERSEY |
| Reade Manufacturing Company | | 03/23/2009 | CORPORATION: DELAWARE |
| Magnesium Elektron North America, Inc. | | 03/23/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | Bank of America, N.A. |
| Street Address: | 200 Glastonbury Boulevard |
| City: | Glastonbury |
| State/Country: | CONNECTICUT |
| Postal Code: | 06033 |
| Entity Type: | a national banking association: |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3173827 | LCX |
| Registration Number: | 3135593 | L2X |
| Registration Number: | 3126758 | L5X |
| Registration Number: | 3126757 | L6X |
| Registration Number: | 3126755 | L7X |
| Registration Number: | 3166201 | |
| Registration Number: | 3062687 | |
| Registration Number: | 3166200 | LUXFER |
| Registration Number: | 3062686 | LUXFER |

OP \$665.00 3173827

| | | |
|----------------------|----------|---|
| Registration Number: | 2256615 | VELV-ETCH |
| Registration Number: | 2208923 | EXPRESS GUARD |
| Registration Number: | 2210952 | X-FLEX |
| Registration Number: | 2208922 | X5K |
| Registration Number: | 2180207 | CONTA |
| Registration Number: | 2292002 | SUPER ETCH |
| Registration Number: | 1958532 | HYDRO-COAT |
| Registration Number: | 1757851 | REV-FLEX |
| Registration Number: | 1889107 | COPPER-CHEM |
| Registration Number: | 1821321 | HYDRO-COAT |
| Registration Number: | 1717288 | POS-E-COP |
| Registration Number: | 1680893 | POS-E-ZINC |
| Registration Number: | 1695641 | REVERE |
| Registration Number: | 0823043 | TRIPLEMETAL |
| Registration Number: | 2878174 | ISOLUX |
| Serial Number: | 77473541 | REVERE 1801 |
| Serial Number: | 77473536 | E MAGNESIUM ELEKTRON SERVICE & INNOVATION IN GRAPHIC ARTS 1801 REVERE E |

CORRESPONDENCE DATA

Fax Number: (860)275-8299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 860-275-8285
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

| | |
|--------------------|------------------------|
| NAME OF SUBMITTER: | Jacqueline P. Scheib |
| Signature: | /Jacqueline P. Scheib/ |
| Date: | 04/01/2009 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2009, by **BA HOLDINGS, INC.** (the "Parent") and each Subsidiary listed on Schedule II hereto (collectively, the "Subsidiaries," together with the Parent, the "Pledgors"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as security trustee pursuant to the Facility Agreement (in such capacity, the "Security Trustee").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement dated April 26, 2006 (the "Security Agreement" in favor of the Security Trustee pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Trustee, for the benefit of the Secured Parties, to enter into Facility Agreement, the Pledgors hereby agree with the Security Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto; and
- (b) Proceeds of any and all of the foregoing (other than Excluded Property).


SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Trustee shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Obligations, termination of the Commitments, cancellation or expiration of all Letters of Credit and termination or expiration of all Hedging Agreements, the Security Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing its security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

BA HOLDINGS, INC.

By: 
Name: Michael W Meier
Title: Treasurer

LUXFER INC.

By: 
Name: ANDREW BUTCHER
Title: SR VP

HART METALS, INC.

By: _____
Name: _____
Title: _____

MEL CHEMICALS INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

BA HOLDINGS, INC.

By: _____

Name: _____

Title: _____

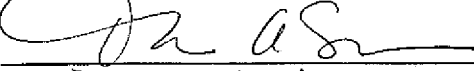
LUXFER INC.

By: _____

Name: _____

Title: _____

HART METALS, INC.

By: 

Name: Deborah A. Simsen

Title: Secretary

MEL CHEMICALS INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

BA HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LUXFER INC.

By: _____
Name: _____
Title: _____

HART METALS, INC.


By: _____
Name: _____
Title: _____

MEL CHEMICALS INC.

By: James J. Pardini
Name: James J. Pardini
Title: Vice President

By: Mary Ann Hampton
Name: Mary Ann Hampton
Title: Secretary

READE MANUFACTURING COMPANY

By: 

Name: Deborah A. Simsen

Title: Secretary / Controller

MAGNESIUM ELEKTRON NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

READE MANUFACTURING COMPANY

By: _____

Name: _____

Title: _____

**MAGNESIUM ELEKTRON NORTH
AMERICA, INC.**

By: *KB* _____

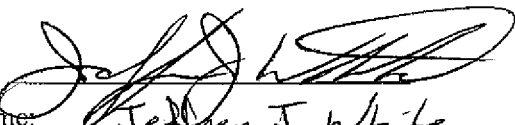
Name: *Kim Banovz* _____

Title: *Secretary & Financial Controller*]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Security Trustee

By:




Name: Jeffrey J. White
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003963 FRAME: 0147



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | NAME | COUNTRY |
|--|----------------------------|---|----------------|
| Luxfer, Inc. | 3,173,827 | LCX | United States |
| Luxfer, Inc. | 3,135,593 | L2X | United States |
| Luxfer, Inc. | 3,126,758 | L5X | United States |
| Luxfer, Inc. | 3,126,757 | L6X | United States |
| Luxfer, Inc. | 3,126,755 | L7X | United States |
| Luxfer, Inc. | 3,166,201 |  (IC9) | United States |
| Luxfer, Inc. | 3,062,687 |  (IC6, 20 and 37) | United States |
| Luxfer, Inc. | 3,166,200 | LUXFER (IC9) | United States |
| Luxfer, Inc. | 3,062,686 | LUXFER (IC6, 20 and 37) | United States |
| Magnesium Elektron North America, Inc. | 2,256,615 | VELV-ETCH | United States |
| Magnesium Elektron North America, Inc. | 2,208,923 | EXPRESS GUARD | United States |
| Magnesium Elektron North America, Inc. | 2,210,952 | X-FLEX | United States |

| OWNER | REGISTRATION NUMBER | NAME | COUNTRY |
|--|----------------------------|-------------------|----------------|
| Magnesium Elektron North America, Inc. | 2,208,922 | X5K | United States |
| Magnesium Elektron North America, Inc. | 2,180,207 | CONTA | United States |
| Magnesium Elektron North America, Inc. | 2,292,002 | SUPER ETCH | United States |
| Magnesium Elektron North America, Inc. | 1,958,532 | HYDRO-COAT (IC1) | United States |
| Magnesium Elektron North America, Inc. | 1,757,851 | REV-FLEX | United States |
| Magnesium Elektron North America, Inc. | 1,889,107 | COPPER-CHEM | United States |
| Magnesium Elektron North America, Inc. | 1,821,321 | HYDRO-COAT (IC16) | United States |
| Magnesium Elektron North America, Inc. | 1,717,288 | POS-E-COP | United States |
| Magnesium Elektron North America, Inc. | 1,680,893 | POS-E-ZINC | United States |
| Magnesium Elektron North America, Inc. | 1,695,641 | REVERE | United States |
| Magnesium Elektron North America, Inc. | 823,043 | TRIPLEMETAL | United States |
| MEL Chemicals, Inc. (f/k/a Magnesium Elektron, Inc.) | 2,878,174 | ISOLUX | United States |

Trademark Applications:

| OWNER | APPLICATION NUMBER | NAME | COUNTRY |
|--|--------------------|---|---------------|
| Magnesium Elektron North America, Inc. | 77/473,541 | 1801 REVERE and Design  | United States |
| Magnesium Elektron North America, Inc. | 77/473,536 | E MAGNESIUM ELEKTRON SERVICE & INNOVATION IN GRAPHIC ARTS 1801 REVERE and Design  | United States |

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
SUBSIDIARIES

| NAME | ADDRESS |
|--|---|
| Luxfer Inc. | 3016 Kansas Ave, Riverside, CA |
| Hart Metals, Inc. | 100 Ridgeway Boulevard, Manchester, NJ |
| MEL Chemicals Inc. | 500 Barbertown Point Breeze Road, Flemington NJ |
| Reade Manufacturing Company | 100 Ridgeway Boulevard, Manchester, NJ |
| Magnesium Elektron North America, Inc. | 1001 College Street, Madison, IL |