

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
Vesuvius Crucible Company		10/17/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sud-Chemie HiTech Inc.		
Street Address:	6329 Route 21		
City:	Alfred Station		
State/Country:	NEW YORK		
Postal Code:	14803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3281666	TRUCCELL	
Registration Number:	1554569	ALUCEL	
Registration Number:	1336687	RETICEL	
Registration Number:	1426152	UDICELL	
CORRESPONDENCE DATA			
Fax Number:	(703)243-6410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-465-5355		
Email:	smithj@mwzb.com		
Correspondent Name:	Jeffrey Smith, Esq of Millen & White, PC		
Address Line 1:	2200 Clarendon Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	STOLMAR-41/42/43/44-T		
NAME OF SUBMITTER:	Jeffrey A. Smith		

CH \$115.00 3281666

Signature:	/jas/
Date:	07/02/2009
Total Attachments: 8 source=Trucell Trademark Assignment#page1.tif source=Trucell Trademark Assignment#page2.tif source=Trucell Trademark Assignment#page3.tif source=Trucell Trademark Assignment#page4.tif source=Alucel - Udicell - Reticel Trademark Assignment#page1.tif source=Alucel - Udicell - Reticel Trademark Assignment#page2.tif source=Alucel - Udicell - Reticel Trademark Assignment#page3.tif source=Alucel - Udicell - Reticel Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), made and entered into this 17th day of October, 2008, but effective as of the Effective Date (defined herein), is by and between Vesuvius Crucible Company, a Delaware corporation having a postal address of 103 Foulk Road, Wilmington, Delaware 19803 USA ("Assignor") and Sud-Chemie HiTech Inc., a Delaware corporation with its main office to be maintained after the Effective Date at Alfred Station, New York ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademark listed in Schedule A attached hereto and expressly incorporated herein by reference (hereafter called the "Trademark");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof, by and among Cookson Group plc ("Cookson"), Vesuvius USA Corporation and Assignee, Cookson has agreed to cause Assignor to assign all of Assignor's right, title and interest in and to the Trademark to Assignee effective as of the Closing of the transactions under the Purchase Agreement (the "Effective Date")

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, sells and transfers to Assignee all its right, title and interest in and to said Trademark, including but not limited to: (i) all registration rights with respect to the Trademark; (ii) all rights to prepare derivative marks; (iii) any goodwill associated with the Trademark; and (iv) all income, royalties or claims relating to the Trademark, due or payable on or after the date of this Assignment.
2. Assignor represents and warrants that (i) Assignor is the exclusive owner of the Trademark; (ii) Assignor possesses all right, title and interest in and to the Trademark; (iii) Assignor has the power to enter into this Assignment; and (iv) the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
3. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for perfecting, securing and completing of the assignment of the Trademark to Assignee.

4. The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

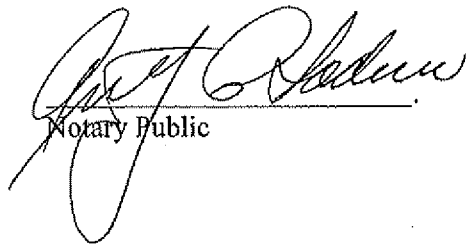
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the year and date first written above.

VESUVIUS CRUCIBLE COMPANY

By: Donald M. Satina
Name: Donald M. Satina
Title: Secretary

_____))
_____) SS:
COUNTY OF _____)

On this 17th day of October, 2008, before me personally appeared
, known to me to be the individual described in and who executed the foregoing
instrument and acknowledged to me that he executed the same as the officer above
designated, of the corporation above set forth.



Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Anthony P. Iadlicco, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Dec. 24, 2012
Member, Pennsylvania Association of Notaries

Schedule A

Trademark Registrations:

1. Trucell
Reg. no. 3,281,666
Registered Aug. 21, 2007
Vesuvius Crucible Company
For: Filters for Molten Metal Filtration Machines
Int. Cl.: 7
Prior U.S. Cls.: 13,19,21,23,31,, 34 and 35

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), made and entered into this 17th day of October, 2008, but effective as of the Effective Date (defined herein), is by and between Vesuvius Crucible Company, a Delaware corporation having a postal address of 250 Parkwest Drive, Pittsburgh, Pennsylvania 15275 USA ("Assignor") and Sud-Chemie HiTech Inc., a Delaware corporation with its main office to be maintained after the Effective Date at Alfred Station, New York ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademark listed in Schedule A attached hereto and expressly incorporated herein by reference (hereafter called the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof, by and among Cookson Group plc ("Cookson"), Vesuvius USA Corporation and Assignee, Cookson has agreed to cause Assignor to assign all of Assignor's right, title and interest in and to the Trademarks to Assignee effective as of the Closing of the transactions under the Purchase Agreement (the "Effective Date")

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, sells and transfers to Assignee all its right, title and interest in and to said Trademarks, including but not limited to: (i) all registration rights with respect to the Trademarks; (ii) all rights to prepare derivative marks; (iii) any goodwill associated with the Trademarks; and (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of this Assignment.
2. Assignor represents and warrants that (i) Assignor is the exclusive owner of the Trademarks; (ii) Assignor possesses all right, title and interest in and to the Trademarks; (iii) Assignor has the power to enter into this Assignment; and (iv) the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
3. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for perfecting, securing and completing of the assignment of the Trademarks to Assignee.

4. The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the year and date first written above.

VESUVIUS CRUCIBLE COMPANY

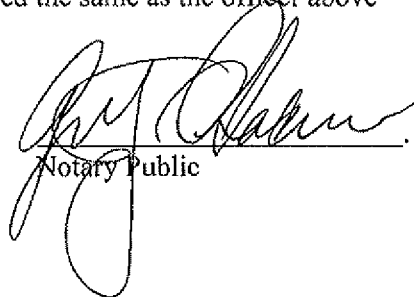
By: Donald M. Satina
Name: Donald M. Satina
Title: Secretary

_____)

_____) SS:

COUNTY OF _____)

On this 17th day of October, 2008, before me personally appeared
, known to me to be the individual described in and who executed the foregoing
instrument and acknowledged to me that he executed the same as the officer above
designated, of the corporation above set forth.


Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Anthony P. Iadecola, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Dec. 24, 2012
Member: PENNSYLVANIA ASSOCIATION of Notaries

Schedule A

Trademark Registrations:

1. Alucel
Reg. no. 1, 554,569
Registered Sep. 5, 1989
Vesuvius Crucible Company
For: Ceramic Molten Metal Filters
Int. Cl.: 11
Prior U.S. Cl.: 31

2. Reticel
Reg. no. 1,336,687
Registered May 21, 1985
Vesuvius Crucible Company
For: Refractory Shapes
Int. Cl.: 19
Prior U.S. Cl.: 12
Renewal Notice Dated July 22, 2005

3. Udicel
Reg. no. 1,426,152
Registered Jan. 27, 1987
Vesuvius Crucible Company
For: Ceramic Molten Metal Filters
Int. Cl.: 1
Prior U.S. Cl.: 1 and 30
Renewal Notice Dated Feb. 23, 2007