

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crucible Industries LLC		12/08/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attn: Asset Based Lending
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	0266847	AIRDI
Registration Number:	1054953	AIRKOOL
Registration Number:	0969497	CPM
Registration Number:	1119099	CPM 10V
Registration Number:	1043948	CPM REX 76
Registration Number:	0763767	CSM
Registration Number:	0851751	HALCOMB
Registration Number:	0093847	KETOS
Registration Number:	0715288	MAXEL
Registration Number:	0586445	NU-DIE
Registration Number:	0671150	REX
Registration Number:	0776052	CRUCIBLE
Registration Number:	1444857	SUPER-X

OP \$965.00 0266847

900163914

**TRADEMARK
 REEL: 004219 FRAME: 0590**

Registration Number:	1483033	CM
Registration Number:	1889146	CPM 15V
Registration Number:	2037169	TOOL STEEL PROS
Registration Number:	2054997	CRU-WEAR
Registration Number:	2278657	420V
Registration Number:	2108470	15V
Registration Number:	2108464	10V
Registration Number:	2113562	9V
Registration Number:	2174207	REX 76
Registration Number:	2360117	READI-BLANK
Registration Number:	2239384	3V
Registration Number:	2433895	REX 121
Registration Number:	2370145	REX 20
Registration Number:	2370144	REX 45
Registration Number:	2370143	REX 54
Registration Number:	2349641	76
Registration Number:	2456240	1V
Registration Number:	2368797	REX
Registration Number:	2632452	S30V
Registration Number:	2895995	S125V
Registration Number:	2716077	S90V
Registration Number:	2935760	REX 66
Serial Number:	77556554	REX 86
Serial Number:	77556621	S110V
Registration Number:	3293010	

CORRESPONDENCE DATA

Fax Number: (216)566-5800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-566-5753
Email: wendy.seifert@thompsonhine.com
Correspondent Name: Nathan L. Wiedemann, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 066410.00054

NAME OF SUBMITTER:	Nathan L. Wiedemann, Esq.
Signature:	/nlw/
Date:	06/07/2010
<p>Total Attachments: 28</p> <p>source=Crucible - IP Security Agreement#page1.tif source=Crucible - IP Security Agreement#page2.tif source=Crucible - IP Security Agreement#page3.tif source=Crucible - IP Security Agreement#page4.tif source=Crucible - IP Security Agreement#page5.tif source=Crucible - IP Security Agreement#page6.tif source=Crucible - IP Security Agreement#page7.tif source=Crucible - IP Security Agreement#page8.tif source=Crucible - IP Security Agreement#page9.tif source=Crucible - IP Security Agreement#page10.tif source=Crucible - IP Security Agreement#page11.tif source=Crucible - IP Security Agreement#page12.tif source=Crucible - IP Security Agreement#page13.tif source=Crucible - IP Security Agreement#page14.tif source=Crucible - IP Security Agreement#page15.tif source=Crucible - IP Security Agreement#page16.tif source=Crucible - IP Security Agreement#page17.tif source=Crucible - IP Security Agreement#page18.tif source=Crucible - IP Security Agreement#page19.tif source=Crucible - IP Security Agreement#page20.tif source=Crucible - IP Security Agreement#page21.tif source=Crucible - IP Security Agreement#page22.tif source=Crucible - IP Security Agreement#page23.tif source=Crucible - IP Security Agreement#page24.tif source=Crucible - IP Security Agreement#page25.tif source=Crucible - IP Security Agreement#page26.tif source=Crucible - IP Security Agreement#page27.tif source=Crucible - IP Security Agreement#page28.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 8th day of December, 2009 by CRUCIBLE INDUSTRIES LLC, a Delaware limited liability company ("Borrower"), in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

1. Recitals.

Borrower is entering into that certain Credit and Security Agreement, dated as of December 8, 2009, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Borrower desires that Lender grant the financial accommodations as described in the Credit Agreement.

Borrower understands that Lender is willing to grant such financial accommodations only upon certain terms and conditions, one of which is that Borrower grant to Lender, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement each financial accommodation granted by Lender and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Borrower's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not

Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by Borrower to Lender pursuant to the Credit Agreement and the other Loan Documents; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by Borrower pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of any Company now existing or hereafter incurred to Lender (or any affiliate of Lender) under, arising out of, or in connection with any Hedge Agreement; (e) every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by Borrower, and includes, without limitation, every liability, whether owing by only Borrower or by Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses.

“Proceeds” means (a) proceeds, as such term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement, the right of Lender to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Lender to Borrower’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Borrower hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Borrower’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Borrower hereby represents and warrants to Lender as follows:

4.1. Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Borrower has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons.

4.5. Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Borrower hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating to the Collateral.

7. Standard Patent and Trademark Use. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Borrower expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Borrower shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect

and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.3. If an Event of Default shall occur and be continuing, Borrower irrevocably authorizes and empowers Lender to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Borrower or any other Person or property, all of which Borrower hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, at any time, or from time to time. No prior notice need be given to Borrower or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Borrower no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Borrower waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Borrower hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Borrower, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Borrower or the Collateral, the cost of which shall be paid by Borrower.

9. Maintaining Collateral: Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the

Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Borrower's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Borrower shall have the duty to prosecute diligently (unless in Borrower's reasonable judgment such prosecution will be unsuccessful or is otherwise unwarranted) any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Borrower.

12. Power of Attorney. Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Borrower fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in Borrower's name or in the name of Lender, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Borrower shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Borrower shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Borrower shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Borrower hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Borrower.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Borrower shall have the right to terminate this Agreement. Upon written request of Borrower, Lender shall promptly execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

18. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Borrower and Lender. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Borrower without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the successors and assigns of Lender. Any

attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address of Borrower specified on the signature page of the Credit Agreement, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Borrower to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Borrower and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

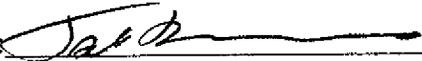
[Remainder of page intentionally left blank.]

11495716.3

JURY TRIAL WAIVER. BORROWER AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND LENDER.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement at Cleveland, Ohio as of the date first set forth above.

CRUCIBLE INDUSTRIES LLC

By: 

Jack Jankovic
Chairman

SCHEDULE 1

See attached.

Patents

Case	Title	Country	Patent Number	Expiration Date
260	PREALLOYED HIGH VANADIUM, COLD WORK TOOL STEEL PARTICLES AND METHOD FOR PRODUCING THE SAME	AUSTRIA	515018	2/19/12
		CANADA	2061763	2/24/12
		EUROPE	515018	2/19/12
		FRANCE	515018	2/19/12
		GERMANY	P69213322.4	2/19/12
		UK	515018	2/19/12
		ITALY	515018	2/19/12
		JAPAN	2641006	5/20/12
		MEXICO	178944	4/27/12
		PORTUGAL	515018	2/19/12
		SPAIN	2095396	2/19/12
		SWEDEN	515018	2/19/12
		SWITZERLAND/ LIECHTENSTEIN	515018	2/19/12
		US	5238482	5/22/11
260A	PREALLOYED HIGH VANADIUM, COLD WORK TOOL STEEL PARTICLES AND METHOD FOR PRODUCING THE SAME	US	5344477	3/4/13
311	HIGH SULFUR MARTENSITIC HOT WORK TOOL STEEL	US	5447800	9/27/13
325	HOT ISOSTATICALLY COMPACTED MARTENSITIC MOLD AND DIE BLOCK ARTICLE AND METHOD OF MANUFACTURE	US	5435824	9/27/13
365	CORROSION RESISTANT, HIGH VANADIUM, POWDER METALLURGY TOOL STEEL ARTICLES WITH IMPROVED METAL TO METAL WEAR RESISTANCE AND A METHOD FOR PRODUCING THE SAME	AUSTRIA	0773305	10/15/16
		EUROPE	0773305	10/15/16
		FRANCE	0773305	10/15/16
		GERMANY	0773305	10/15/16
		UK	0773305	10/15/16
		ITALY	0773305	10/15/16
		JAPAN	3351970	11/7/16
		MALAYSIA	MY-113816	5/31/17
		S. KOREA	433161	11/8/16
		SPAIN	0773305	10/15/16

Case	Title	Country	Patent Number	Expiration Date
		SWEDEN	0773305	10/15/16
		TAIWAN	97606	11/3/16
		US	5679908	11/8/15
365A	CORROSION RESISTANT, HIGH VANADIUM, POWDER METALLURGY TOOL STEEL ARTICLES WITH IMPROVED METAL TO METAL WEAR RESISTANCE AND A METHOD FOR PRODUCING THE SAME	US	5936169	11/8/15

Case	Title	Country	Patent Number	Expiration Date
365 B	CORROSION RESISTANT, HIGH VANADIUM, POWDER METALLURGY TOOL STEEL ARTICLES AND A METHOD FOR PRODUCING THE SAME	US	5900560	
458	WEAR RESISTANT, POWDER METALLURGY COLD WORK TOOL STEEL ARTICLES HAVING HIGH IMPACT TOUGHNESS AND A METHOD FOR PRODUCING THE SAME	AUSTRIA	0875588	3/13/18
		BRAZIL	PI 9803298-4	4/8/18
		CANADA	2231133	3/4/18
		CZECH REPUBLIC	295758	8/27/18
		EUROPE	0875588	3/13/18
		FRANCE	0875588	3/13/18
		GERMANY	69818138.7-08	3/13/18
		UK	0875588	3/13/18
		HUNGARY	220558	3/17/18
		IRELAND	0875588	3/13/18
		ITALY	0875588	3/13/18
		JAPAN	4162289	3/26/18
		MALAYSIA	120438	10/31/20
		MEXICO	201116	3/25/18
		POLAND	186709	4/8/18
		PORTUGAL	0875588	3/13/18
		SINGAPORE	56077	3/16/18
		SLOVAK REPUBLIC	284795	3/17/18
		S. KOREA	373169	4/9/18
		SPAIN	0875588	3/13/18
		SWEDEN	0875588	3/13/18
		SWITZERLAND/ LIECHTENSTEIN	0875588	3/13/18
		TAIWAN	NI-105334	3/12/18
		TURKEY	TR199800747B	4/28/18
		US	5830287	4/9/17
458 A	WEAR RESISTANT, POWDER METALLURGY COLD WORK TOOL STEEL ARTICLES HAVING HIGH IMPACT TOUGHNESS AND A METHOD FOR PRODUCING THE SAME	US	5989490	4/9/17
457	METHOD FOR COMPACTING HIGH ALLOY TOOL STEEL PARTICLES	US	5976459 *	1/6/18
457 A	METHOD FOR COMPACTING HIGH ALLOY STEEL PARTICLES	US	6099796	8/13/19

* Patent 5976459 - Assignment from Crucible Materials Corporation to Crucible Industries LLC was inadvertently omitted, and has now been filed. Notification of assignment will be forwarded upon receipt.

Case	Title	Country	Patent Number	Expiration Date
465	HIGH HARDNESS POWDER METALLURGY. HIGH SPEED STEEL ARTICLE	BRAZIL	P19803901-6	10/14/18
		CANADA	2249881	10/8/18
		CHINA	98121315.4	10/14/18
		CZECH REPUBLIC	297201	6/10/18
		EUROPE	0909829	10/13/18
		FRANCE	0909829	10/13/18
		GERMANY	69823951	10/13/18
		UK	0909829	10/13/18
		HONG KONG	1019621	10/14/18
		ITALY	28386/BE/2004	10/13/18
		JAPAN	3759323	10/9/18
		MEXICO	213170	10/13/18
		S. KOREA	PENDING	
		SPAIN	0909829	10/13/18
		SWEDEN	0909829	10/13/18
		SWITZERLAND/ LIECHTENSTEIN	0909829	10/13/18
		TAIWAN	NL-131136	10/12/18
		US	6057045	10/14/17
		US	6077476	10/23/18
		633	CORROSION AND WEAR RESISTANT ALLOY	AUSTRIA
CANADA	PENDING			
CHINA	PENDING			
CZECH REPUBLIC	PENDING			
EUROPE	PENDING			
FRANCE	PENDING			
GERMANY	PENDING			
UK	PENDING			
HONG KONG	PENDING			
INDIA	PENDING			
ITALY	PENDING			
JAPAN	PENDING			
NETHERLANDS	PENDING			
SLOVAKIA	PENDING			
SOUTH KOREA	PENDING			
SPAIN	PENDING			
SWEDEN	PENDING			
SWITZERLAND	PENDING			
TAIWAN	PENDING			
THAILAND	PENDING			

Case	Title	Country	Patent Number	Expiration Date
633A	CORROSION AND WEAR RESISTANT ALLOY	BRAZIL	PENDING	
		CANADA	PENDING	
		CHINA	PENDING	
		EUROPE	PENDING	
		INDIA	PENDING	
		MEXICO	PENDING	
		SOUTH KOREA	PENDING	
		TAIWAN	PENDING	
		US	7288157	5/9/25
		654	COLD WORK TOOL STEEL ARTICLE	BRAZIL
CANADA	PENDING			
CHINA	PENDING			
EUROPE	PENDING			
INDIA	PENDING			
MEXICO	PENDING			
SOUTH KOREA	PENDING			
TAIWAN	PENDING			
UKRAINE	PENDING			
US	PENDING			
Eaton	WEAR RESISTANT HIGH TEMPERATURE ALLOY	US	PENDING	
		Europe	PENDING	
		Brazil	PENDING	
		China	PENDING	
		India	PENDING	
		Japan	PENDING	

U. S. Trademarks

Case	Trademark	Class	Registration No.	Expiration Date
54	AIRDI	6	266847	2/4/10
55	AIRKOOL	6	1054953	12/28/16
60-A	CPM	6	969497	10/2/13
62	CPM 10V	6	1119099	5/29/19
63	CPM REX 76	6	1043948	7/20/16
68	GSM	14	763767	1/28/14
75	HALCOMB	6	851751	7/2/18
81	KETOS	6	93847	10/21/13
85	MAXEL	6	175288	5/16/11
87	NU-DIE	6	586445	3/9/14
88	REX	7	671150	12/16/18
152	CRUCIBLE	6	776052	9/1/14
159	SUPER-X	6	1444857	6/30/17
168	GM LOGO	6	1483033	4/5/18
314	CPM 15V	6	1889146	4/11/15
397	TOOL STEEL PROS.	42	2037169	2/11/17
412	CRU-WEAR	6	2054997	4/22/17
413	420V	6	2278657	9/21/09
415	15V	6	2108470	10/28/17
416	10V	6	2108464	10/28/17
417	9V	6	2113562	11/18/17
421	REX 76	6	2174207	7/21/18
429	READI-BLANK	6	2360117	6/20/10
438	3V	6	2239384	4/13/19
482	REX 121	6	2433895	3/6/11
484	REX 20	6	2370145	7/25/10
493	REX 45	6	2370144	7/25/10
494	REX 54	6	2370143	7/25/10
495	76	6	2349641	8/16/10
539	1V	6	2456240	5/29/11
543	REX	6	2368797	7/18/10
561	S90V	6	2632452	10/8/12
562	S125V	6	2895995	10/19/14
563	S90V	6	2716077	5/13/13
615	REX 66	6	2935760	3/29/15
655	TREMER	42	3293010	9/18/17
660	REX-86	6	77556554	Pending
661	S110V	6	77556621	04/14/19

Foreign Trademarks

Case	Trademark	Country	Class	Registration No.	Expiration Date
60-A	CPM	SPAIN	6	720406	7/12/13
60	CPM	ARGENTINA	6	1933527	6/19/13
		AUSTRALIA	6	712303	7/5/16
		BENELUX	6,7	321903	7/3/13
		BRAZIL	6	006814557	11/25/08 (renewal pending)
		CANADA	6	TMA491027	3/6/13
		CHILE	6	483029	3/25/17
		CHINA	6	1129452	11/20/17
		COLUMBIA	6	202506	10/27/07 (renewal pending)
		ECUADOR	6	14673-98	9/30/08 (renewal pending)
		EUROPE	6,7,42	102473	4/1/16
		FRANCE	6	1237591	6/2/13
		GERMANY	6	39757937	12/31/17
		HUNGARY	6	145716	11/12/16
		INDONESIA	6	400180	11/14/16
		ITALY	6,7	661335	7/16/13
		MALAYSIA	6	PENDING	
		MEXICO	6	539807	12/10/16
		POLAND	6	116238	9/24/16
		SINGAPORE	6	T967972D	7/31/16
		S. AFRICA	6	96/09577	7/15/16
		S. KORBA	6	404759	6/16/08 (renewal pending)
		SWITZERLAND	6	438941	8/28/16
		TAIWAN	55	678191	4/15/15
		VENEZUELA	6	9-199981	8/06/07 (renewal pending)
61-A	CRUCIBLE CPM REX	AUSTRALIA	7	B269877	7/4/18
		INDIA	6	B289443	7/16/18
61-B	CRUCIBLE CPM REX	AUSTRALIA	6	B269876	7/14/18
		UK	7	1013491	6/29/18
		INDIA	7	B289442	7/16/08 (renewal pending)
61	CRUCIBLE CPM REX	AUSTRIA	6,7	75607	10/30/03 (renewal pending)
		CANADA	6	198993	5/10/19
		GERMANY	6,7	920747	8/27/13
		UK	6	1013490	6/29/18
		JAPAN	6	1402373	12/27/09
		SWITZERLAND	6	P269968	8/23/13
68	CSM	CANADA	6	526297	3/31/15
		MEXICO	6	539088	11/29/16
	CSM 2	UK	6	998652	9/19/17
87	NU-DIE	CANADA	6	495036	5/21/13

88-A	REX	CANADA		559509	9/20/17
		UK	6	883132	8/16/10
		SPAIN	6	721598	7/24/13

Case	Trademark	Country	Class	Registration No.	Expiration Date
88-B	REX	ITALY	6	975255	8/12/11
88	REX	BRAZIL	6	06814549	11/25/08 (renewal pending)
		CHILE	6,8	562789	2/24/10
		EUROPE	6	131573	4/1/16
		GERMANY	6	798491	7/18/13
		MALAYSIA	6	PENDING	
		MEXICO	6	650630	12/10/16
		S. KOREA	6	393135	1/26/18
		SWITZERLAND	6	303467	11/20/09
110-A	CRUCIBLE	AUSTRALIA	6,9,42	786859	7/4/16
		INDIA	6	345254B	1/27/07 (renewal pending)
		ITALY		394942	9/19/11
		JAPAN	6	1168353	11/01/15
		SPAIN	6	569913	9/14/08
110-B	CRUCIBLE	BENELUX	6	304917	9/30/11
110	CRUCIBLE	ARGENTINA	6	1641404	8/12/07 (renewal pending)
		CANADA	6	231548	1/19/24
		CHILE	6	492298	8/26/07 (renewal pending)
		COLUMBIA	6	202505	10/27/07 (renewal pending)
		CZECH REPUBLIC	6,9,42	200765	7/12/06 (renewal pending)
		ECUADOR	6	I-4667-98	9/30/08 (renewal pending)
		EUROPE	6,7,9,42	102558	4/1/16
		HUNGARY	6,9,42	150379	7/5/06 (renewal pending)
		INDONESIA	6	404515	2/5/07 (renewal pending)
		ITALY	6	663023	12/11/13
		MALAYSIA	6	97/002208	2/25/14
		MEXICO	6	112903	1/21/13
		NORWAY	6,9,42	183774	7/24/17
		POLAND	6,42	111737	7/5/16
		RUSSIA	6,9,42	157912	7/31/16
		SINGAPORE	6	T96/07087E	7/12/16
		S. AFRICA	6	1996/09283	7/10/16
		S. KOREA	6	404757	6/16/08 (renewal pending)
		TAIWAN	6	678190	4/16/15
		THAILAND	6	KOR71062	1/5/16
		VENEZUELA	6	P201344	10/31/07
		VIETNAM	6,9,42	27353	2/14/17
112	CRUCIBLE	BRAZIL	6	818221500	10/8/06 (renewal pending)
115	CRUSTEEL	EUROPE	6,7,42	102509	4/1/16
		UK	6	B1009078	4/3/18
168-A	CM LOGO	AUSTRALIA	6	B484010	3/23/09
		BRAZIL	6	820108030	10/29/12
		HONG KONG	6	B3908/1990	3/29/09

		ISRAEL	6	68793	3/21/09
		VENEZUELA	6	172902	2/20/05 (renewal pending)
168-B	CM LOGO	MEXICO	6	386471	8/17/2014

Case	Trademark	Country	Class	Registration No.	Expiration Date
168	CM1.000	AUSTRIA	9,6	123058	12/31/18
		BENELUX	9,6	446150	9/14/2007 (Abandon)
		CANADA	9,6	368373	5/4/05 (renewal pending)
		CHILE	6,9	535651	12/30/08 (renewal pending)
		COLOMBIA	6	202507	10/27/07 (renewal pending)
		CZECH REPUBLIC	6,9,42	200766	7/12/06 (renewal pending)
		ECUADOR	6	1-4668-98	9/30/08 (renewal pending)
		EUROPE	6,9,42	102749	4/1/16
		FINLAND	6,9	107487	5/1/10
		FRANCE	9,6	1482059	3/31/18
		GERMANY	9	1177621	3/31/18
		UK	6	1339544	3/24/15
		HUNGARY	6,9,42	157171	7/8/06 (renewal pending)
		INDONESIA	6	400174	11/14/06 (renewal pending)
		ITALY	6,9	824809	3/22/08 (renewal pending)
		JAPAN	6	2369692	8/1/11
		MALAYSIA	6	9702768	3/7/14
		NORWAY	6,9	138,081	8/17/14
		POLAND	6,42	113510	7/11/16
		PORTUGAL	6	246409	9/16/11
		RUSSIA	6,9,42	158094	7/29/16
		S. AFRICA	6	96/09574	7/15/16
		S. KOREA	32	173044	6/22/09
		SWEDEN	9,6	220178	12/21/10
		SWITZERLAND	6,9	367815	3/23/18
		THAILAND	6	72143	11/6/16
		VIETNAM	6,9,42	27354	2/14/17
314	CPM 15V	BENELUX	6	541193	10/25/13
		BRAZIL	6	817375081	8/8/05 (RENEWAL PENDING)
		FRANCE	6	93489334	10/25/13
		ITALY	6	679488	10/26/03 (renewal pending)
		MEXICO	6	456981	10/26/13
		S. KOREA	6	358198	3/20/17
		SPAIN	6	1786430	10/26/13
397	TOOL STEEL PROS	CANADA	42	542774	3/21/16
		EUROPE	6,42	153072	4/1/16
412	CRU-WEAR	CANADA	6	491369	3/13/13
		INDONESIA	6	399725	10/30/06 (renewal pending)

Case	Trademark	Country	Class	Registration No.	Expiration Date
413	420V	CANADA	6	TMA592737	10/21/18
		EUROPE	6	104950	4/1/16
		INDONESIA	6	400226	11/14/06 (renewal pending)
		MALAYSIA	6	PENDING	
		S. AFRICA	6	96/10808	8/7/16
		S. KOREA	6	393168	1/25/18
414	CPM 420V 440V	SWITZERLAND	6	445986	8/28/16
		JAPAN	6	4597545	8/23/12
		GERMANY	6	39757936	12/3/07 (renewal pending)
415	15V	BRAZIL	6	81963719D	7/6/09
		CANADA	6	828154	10/28/13
		EUROPE	6	153882	4/1/16
		GERMANY	6	39757935	12/3/17
		INDONESIA	6	399469	10/30/06 (renewal pending)
		MALAYSIA	6	PENDING	
		S. AFRICA	6	96/10807	8/7/16
		S. KOREA	32	430215	11/20/08 (renewal pending)
		SWITZERLAND	6	445987	8/28/16
		JAPAN	6	4597544	8/23/12
416-A	10V	TAIWAN	6	1020362	10/31/12
		S. KOREA	6	504788	10/29/11
416	CPM 10V 10V	AUSTRALIA	6		ABANDON 6/6/08
		CANADA	6	828152	10/28/13
		EUROPE	6	153916	4/1/16
		GERMANY	6	39757934	12/3/17
		HUNGARY	6	145757	11/27/16
		INDIA	6	1041917	9/4/11
		INDONESIA	6	399369	12/30/16
		MALAYSIA	6	PENDING	
		MEXICO	6	635835	7/15/16
		POLAND	6	119943	9/24/16
		S. AFRICA	6	96/09579	7/15/16
		SWITZERLAND	6	445988	8/28/16
		JAPAN	6	4597543	8/23/12
		HONG KONG	6	B610/2002	1/9/18
		SINGAPORE	6	T96/07970H	7/31/16
		S. KOREA	6	504787	10/29/11
		417-A	CPM 9V 9V	CANADA	6
EUROPE	6			102681	4/1/16
GERMANY	6			39757933	12/3/17
INDONESIA	6			471786	2/21/10
MALAYSIA	6			PENDING	
S. AFRICA	6			96/09578	7/15/16
THAILAND	6			KOR163553	9/24/11
HONG KONG	6			B611/2002	1/9/18
BRAZIL	6			819558893	6/29/09
438	3V			BRAZIL	6
		CANADA	6	522071	1/24/15
		EUROPE	6	487348	3/7/07 (renewal pending)

Case	Trademark	Country	Class	Registration No.	Expiration Date		
482	REX 121	ARGENTINA	6	1781471	3/22/10		
		AUSTRALIA	6	782136	12/30/08 (renewal pending)		
		BRAZIL	6	821326651	5/28/12		
		CANADA	6	TMA593842	11/4/18		
		CHINA	6	2024218	2/27/13		
		CZECH REPUBLIC	6	225501	1/25/19		
		EUROPE	6	1030311	12/29/08		
		HUNGARY	6	161194	12/29/18		
		MEXICO	6	609078	3/4/09		
		NORWAY	6	209732	8/9/11		
		POLAND	6	336872	12/29/08		
503	CPM 15V	S. KOREA	6	460827	12/15/09		
		TAIWAN	6	908990	10/16/10		
		CZECH REPUBLIC	6	220934	7/15/08 (renewal pending)		
		CZECH REPUBLIC	6	240235	11/20/10		
		539-A	CPM IV	CZECH REPUBLIC	6	240235	11/20/10
		539	IV	ARGENTINA	6	1814995	1/2/11
				CANADA	6	TMA567392	9/13/17
				EUROPE	6	1300094	9/7/09
				HUNGARY	6	162248	9/6/09
				MEXICO	6	638547	9/8/09
				POLAND	6	146121	10/29/09
CPM IV	CHINA			6	1527304	2/20/11	
HONG KONG	6			B13372/2000	9/27/16		
INDIA	6			PENDING			
JAPAN	6			4595174	8/16/12		
MALAYSIA	6			PENDING			
NORWAY	6	201388	2/3/10				
S. KOREA	6	483707	12/18/10				
TAIWAN	6	937607	4/15/15				
CPM IV	AUSTRALIA	6	808370	9/24/09			
545	CRUCIBLE AND CM LOGO	CHINA	6	1581645	6/7/11		
546	CPM420V	SINGAPORE	6	T99/118561	10/20/09		
547	CPM15V	SINGAPORE	6	T99/118551	10/20/09		
548	CPM440V	SINGAPORE	6	T99/118573	10/20/09		
549	CPM9V	SINGAPORE	6	T99/11858E	10/20/09		
558	RBX	CHINA	6	1609696	7/28/11		
561	CPM S30V S30V	JAPAN	6	4621513	11/15/12		
		BRAZIL	6	822681455	5/29/17		
		CANADA	6	583706	7/22/18		
		EUROPE	6	1727767	6/28/10		
		MEXICO	6	682253	6/29/10		
562	CPM S125V S125V	JAPAN	6	4621516	11/15/12		
		BRAZIL	6	822681480	5/29/17		
		EUROPE	6	1728146	6/28/10		
		MEXICO	6	6822656	6/29/10		

Case	Trademark	Country	Class	Registration No.	Expiration Date
563	CPM S90V	JAPAN	6	4621515	11/15/12
	S90V	BRAZIL	6	822681498	5/29/17
		CANADA	6	585736	7/22/18
		EUROPE	6	1728575	6/28/10
		MEXICO	6	682255	6/29/10
565	S140V	EUROPE	6	1624626	4/25/10
		MEXICO	6	666761	4/26/10
571	CPM	CHINA	6	1609695	7/28/11

Domain Names

crucible.com
 cruciblematerials.com
 crucibleservice.com
 crumetals.com
 cruciblesteel.com
 cpmsteel.com
 cpintoolsteel.com
 cruoffice.com
 cscdm.com

Web Content

The content located on the following websites:

crucible.com
 crumetals.com
 crucibleservice.com
 cruoffice.com

Trade Names

Crucible
 Crucible Materials
 Crucible Materials Corporation
 Crucible Specialty Metals

SOFTWARE

Software Licensed to Seller

<u>Software Title</u>	<u>Vendor</u>	<u>Version</u>
Coldfusion Server	Adobe	8
IRS (Intelligent Refining System)	AOD Systems (PRAXAIR INC)	
ASI DataMyte	ASI DataMyte, Inc	6.3
AutoDesk Data Management Server	Autodesk	2008

<u>Software Title</u>	<u>Vendor</u>	<u>Version</u>
OE. SPARK ANALYZER	CAMS	1.23
Crystal Reports	Crystal Reports	10
Adapt	CTR Systems	3.5.0
InterMapper	Dartware	5.1
RoboHelp	eHelp Corp	
Epac	Epac Software Technologies	6.2.14
DataVue	Honeywell	E.03
TENSILE TESTER	INSTRON CORP	7.19
HARDNESS TESTER	INSTRON CORP	5
ABS (Alloy Blending System)	Keystone System	
Microsoft Windows Server 2008	Microsoft	
Microsoft Exchange Server 2007	Microsoft	
Microsoft Office 2003	Microsoft	
Microsoft Sharepoint Server 2007	Microsoft	
Microsoft SQL Server 2005	Microsoft	
Microsoft System Center Configuration Manager	Microsoft	2007
Microsoft Windows Server 2003	Microsoft	
Microsoft Windows XP	Microsoft	
Morse Watchman	Morse Watchman Inc	3
Netsupport Manager	Netsupport, Inc	9.1
Noetix	Noetix Corporation	
Optivity Telephony Manager	Nortel	2.20.78
Toad for Oracle	Quest Software	9.5
RS View	Rockwell	
LanSurveyor	SolarWinds	10.2
SpecView	SpecView Corp	2.5
Ghost	Symantec	2003
Symantec Backup Exec Server	Symantec	12.5
Symantec Backup-Exec System Recovery	Symantec	8.5.5
Symantec Brightmail Gateway	Symantec	8.0.1
Symantec Endpoint Protection	Symantec	11
Symantec Information Foundation Mail Security for Microsoft Exchange	Symantec	6.0.8
B-Coder	T.A.L. Enterprise	3
Telelogger	Teolog Instruments	3.6.3
Cognos Reporting	Ultimate Software	8
Ultipro	Ultimate Software	10.2.5
Vde	Viking Software	4.4
Syncsort	Syncsort Inc	
FlexES	Reliable Computer	
TCP/IP for VSE	CSI International	

<u>Software Title</u>	<u>Vendor</u>
Outside Conversion System	In-House
Bar Wire	In-House
OBK	In-House
Hot Works	In-House
MOM Shipping Identity/Label	In-House
MOM 26 Mill/Press	In-House
MOM Annealing	In-House
MOM Bar Finish	In-House
MOM Conditioning	In-House
MOM Heat Treat	In-House
MOM NorthRoll	In-House
MOM Shipping Performance and Stat	In-House
MOM Prod Planning	In-House
MOM Rod Bar	In-House
MOM Physical Inventory	In-House
HR Time Entry - Web App	In-house
HR Grievances & Disciplines - Web App	In-house
Export Management System -- Web App	In-house
IT Help Desk - Web App	In-house

Excluded Propriety Rights

Microsoft Office 2007

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 8, 2009, EXECUTED BY CRUCIBLE INDUSTRIES LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BORROWER"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, CRUCIBLE INDUSTRIES LLC, a Delaware limited liability company ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Security Agreement, dated as of December 8, 2009 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION (together with its successors and assigns, "Lender"), pursuant to which Borrower has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Borrower's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on December 8, 2009.

CRUCIBLE INDUSTRIES LLC

By: _____
Jack Jankovic
Chairman