

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
The Morgan Crucible Company		08/01/2003	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	VJ Ceramics, LLC		
Street Address:	300 Antero Drive		
City:	Canon City		
State/Country:	COLORADO		
Postal Code:	84212		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1684937	DFC	
CORRESPONDENCE DATA			
Fax Number:	(801)578-6999		
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	33739-3		
NAME OF SUBMITTER:	Catherine Parrish Lake		
Signature:	/Catherine Parrish Lake/		
Date:	03/23/2012		

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Total Attachments: 9

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INTELLECTUAL PROPERTY AGREEMENT

between

VJ CERAMICS, LLC

and

THE MORGAN CRUCIBLE COMPANY plc

Dated as of August 1, 2003

INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT dated as of August 1, 2003 (herein, together with the Schedules attached hereto, referred to as this "Agreement") is between VJ Ceramics, LLC, a Utah limited liability company ("Buyer"), and The Morgan Crucible Company plc, a company incorporated in England and Wales ("Seller"). Other than terms specifically defined or otherwise designated in this Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of August 1, 2003, by and among Buyer and Thermal Ceramics Inc., a Delaware corporation (the "Asset Purchase Agreement"). This Agreement shall in all respects be governed and limited by and construed in conformity with the Asset Purchase Agreement.

In reliance upon the representations and warranties made in the Asset Purchase Agreement and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

I. Transfer of the Intellectual Property.

A. Sale and Transfer of the Intellectual Property. Subject to the terms and conditions of this Agreement and the Asset Purchase Agreement, and in consideration of the purchase by Buyer described herein, Seller hereby agrees to sell and assign to Buyer at the Closing all of the intellectual property owned by Seller and used exclusively in the Business, including, but not limited to, the intellectual property described in Schedule I.A hereto (the "Intellectual Property").

B. Intellectual Property Purchase Price and Payment for the Intellectual Property. Buyer agrees to pay to Seller an amount equal to U.S. the Intellectual Property, payable at the Closing in immediately available funds by wire transfer to an account designated by Seller.

C. Instruments of Conveyance, Assignment, Transfer, Etc. The sale and assignment of the Intellectual Property shall be effected by Seller's delivery to Buyer of such instruments of sale, assignment and consent as Buyer may reasonably request to vest in Buyer all of Seller's right, title and interest as herein warranted in and to the Intellectual Property.

II. Closing. The closing of the transactions provided for herein will take place at the Closing Date or on such later date as the conditions provided in Article IV hereunder shall have been fulfilled or waived, or at such other place, time and date as may be agreed upon by Buyer and Seller.

III. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

A. Corporate Status. Seller is a company duly incorporated in England and Wales.

B. Authorization. Seller has full corporate power and authority under its organizational documents, and its board of directors has taken all necessary action to authorize Seller, to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to take all actions required to be taken by Seller pursuant to the provisions of this

Agreement, and this Agreement constitutes the valid and binding obligation of Seller enforceable in accordance with its terms.

C. Consents. Except as set forth in Schedule III.C, no consent, license, approval, order or authorization, or registration, filing or declaration with, any governmental authority is required to be obtained or made by Seller, and no consent of any Person is required in connection with Buyer's execution, delivery and performance of this Agreement.

D. Non-Contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, does or will violate, conflict with or result in breach of any provision of:

(i) any mortgage, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction to which Seller is a party;

(ii) any law, statute, rule, regulation or judicial or administrative decision;

(iii) any articles or certificate of incorporation or by-laws; or

(iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator.

E. Validity. There are no pending or, to Seller's best knowledge, threatened judicial or administrative actions, proceedings or investigations which question the validity of this Agreement or any action taken or to be taken by Seller in connection with this Agreement.

F. Brokers. Seller has not retained any broker, finder or agent nor agreed to pay any brokerage fees, finder's fees or commissions with respect to the transactions contemplated by this Agreement for which Buyer may be required to pay.

IV. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

A. Status. Buyer is a limited liability company duly formed in the State of Utah.

B. Authorization. Buyer has full limited liability company power and authority under its organizational documents and its manager(s) or member(s), as the case may be, have taken all necessary action to authorize Buyer to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to take all actions required to be taken by Buyer pursuant to the provisions of this Agreement, and this Agreement constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms.

C. Consents. Except as set forth in Schedule IV.C, no consent, license, approval, order or authorization, or registration, filing or declaration with, any governmental authority is required to be obtained or made by Buyer, and no consent of any Person is required in connection with Buyer's execution, delivery and performance of this Agreement.

D. Non-Contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, does or will violate, conflict with or result in breach of any provision of:

- (i) any mortgage, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction to which Buyer is a party;
- (ii) any law, statute, rule, regulation or judicial or administrative decision;
- (iii) any articles or certificate of incorporation or by-laws; or
- (iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator.

E. Validity. There are no pending or, to Buyer's best knowledge, threatened judicial or administrative actions, proceedings or investigations which question the validity of this Agreement or any action taken or to be taken by Buyer in connection with this Agreement.

F. Brokers. Buyer has not retained any broker, finder or agent nor agreed to pay any brokerage fees, finder's fees or commissions with respect to the transactions contemplated by this Agreement for which Seller may be required to pay.

V. Conditions to Obligations of Buyer and Seller. Notwithstanding anything to the contrary contained herein, this Agreement and the respective obligations of Buyer and Seller herein shall be of no force and effect unless and until the Closing of the transactions contemplated under the Asset Purchase Agreement shall have occurred.

VI. Indemnification. Article VI of the Asset Purchase Agreement is incorporated by reference herein as it relates to the Intellectual Property.

VII. Miscellaneous.

A. Expenses. The parties hereto shall pay their respective expenses in connection with the negotiation, execution, delivery and performance of this Agreement.

B. Notices. Section 9.03 of the Asset Purchase Agreement is incorporated by reference herein.

C. Assignment. Neither of Seller or Buyer shall assign or delegate any of their rights or obligations hereunder to any Person or Persons without the express prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

D. Benefit. This Agreement shall be binding upon the parties hereto and their respective permitted assigns and successors and, except as otherwise expressly provided in this Agreement, shall inure to the benefit of such parties and such permitted assigns and successors.

E. Waivers and Amendments. Any waiver of any term or condition, or any amendment or supplementation, of this Agreement shall be effective only if in writing and executed by a duly authorized officer of each party. A waiver of any breach of any of the terms or conditions of this Agreement shall not in any way be construed as a waiver of any subsequent breach.

F. Severability. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in any other respect and the remaining provisions of this Agreement shall not, at the election of the party for whom the benefit of the provision exists, be in any way impaired.

G. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

H. Governing Law. Section 9.04 of the Asset Purchase Agreement is incorporated by reference herein as it relates to the Intellectual Property.

I. Entire Agreement. This Agreement, the Asset Purchase Agreement and the Schedules and Exhibits hereto and thereto contain the entire agreement between Buyer and Seller with respect to the transactions contemplated by this Agreement and supersede all prior arrangements or understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

VJ CERAMICS, LLC

By: 

Name: SHREE . N. SHARMA

Title: Manager, LLC

THE MORGAN CRUCIBLE COMPANY plc

By: 

Name: D. J. COKER

Title: COMPANY SECRETARY

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SCHEDULE I.A
INTELLECTUAL PROPERTY



SCHEDULE III.C

CONSENTS

None.

SCHEDULE IV.C

CONSENTS

None.