

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
Mr. Gerald R. Hoolahan		11/03/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Prep Powdered Metals, Inc.		
Street Address:	1114 Clark Street		
City:	Bowling Green		
State/Country:	OHIO		
Postal Code:	43402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3809544	PREP	
Registration Number:	0945061	REP	
CORRESPONDENCE DATA			
Fax Number:	(419)255-9639		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	419-255-5900		
Email:	duggan@mstfirm.com		
Correspondent Name:	James A. Duggan		
Address Line 1:	720 Water Street		
Address Line 4:	Toledo, OHIO 43604		
ATTORNEY DOCKET NUMBER:	1-53773		
NAME OF SUBMITTER:	James A. Duggan		
Signature:	/jamesaduggan/		

CH \$65.00 3809544

Date:

04/11/2012

Total Attachments: 2

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BILL OF SALE AND ASSIGNMENT

Concord, Massachusetts
November 3, 2011

KNOW ALL MEN BY THESE PRESENTS, that **GERALD R. HOOLAHAN** ("Seller"), does by these presents, hereby grant, bargain, sell, convey, transfer, assign, set over and deliver unto **PREP POWDERED METALS, INC.**, a Delaware corporation ("Purchaser"), in accordance with the terms of that certain Asset Purchase Agreement dated November 3, 2011 (the "Agreement"), by and between Purchaser and Seller, all of the Seller's right, title and interest in and to the Assets (as defined in the Agreement), to the extent of Seller's interest in said Assets.

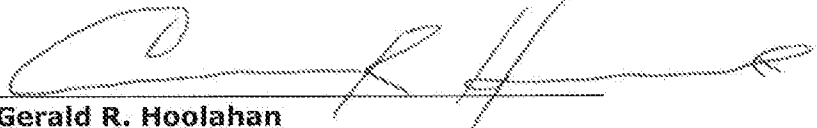
Seller represents the Assets include the trademarks (the "Marks") described on attached Schedule A, incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "Products"). As such, and in connection with and as part of the purchase and sale described in the Agreement and herein, Seller hereby conveys, transfers, assigns, delivers and contributes to Purchaser, all of Seller's right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Seller with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

The Seller with limited warranty covenants represents to Purchaser, that: (i) it is the true and lawful owner of the Assets and has lawful authority to sell, assign and convey the same; and (ii) the Assets are free and clear of all claims, liens, charges and encumbrances of any nature, and that it shall warrant and defend the Assets against the lawful claims and demands of all persons whomsoever claiming through Seller.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN PURCHASER AND SELLER THAT SELLER IS SELLING AND PURCHASER IS PURCHASING THE ASSETS IN THEIR PRESENT AS IS WHERE IS CONDITION, WITH ALL FAULTS, AND WITHOUT RELIANCE UPON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

The Seller agrees that, upon the request of Purchaser, it will hereafter do, execute, acknowledge, or deliver, or will cause to be done, executed, acknowledged or delivered to Purchaser all such further acts, authorizations, deeds, assignments, transfers, conveyances or assurances as may reasonably be required for the better assigning, transferring, granting, conveying, assuring and confirming to Purchaser any of the Assets (including the Marks) to be transferred or assigned under this Bill of Sale and Assignment.

This Bill of Sale and Assignment is made, executed, and delivered for and upon the consideration provided in the Agreement.


Gerald R. Hoolahan

SCHEDULE A - ASSETS

Asset Purchase Agreement dated November 3, 2011 between Gerald R. Hoolahan, as Seller, and PREP Powdered Metals, Inc., as Purchaser

Qty.	Description	Manufacturer (if available)
	Equipment:	
	Powders Manufacturing:	
6	Rotating Electrode Powder Machines with related plasma torches, arc trackers, vacuum pumps, DC drive spindles, power supplies, and weigh beds	Custom Built by Starmet
2	One Ton Electric Monorail Cranes	Loadlifter
1	Powder Dumping Station 2-Ton Capacity	Hercules
4	1200 RPM 1/2 HP Vibro Separators	Sweco
1	LPG Forklift	Clark
Lot	Magnetic Separators, Sweco Stainlees Steel Screens, Sieves, Pallet Jacks, Scales, Cabinets and Shelving in PREP rooms	
Lot	All other tools, spare parts and miscellaneous equipment not detailed elsewhere used by the powders manufacturing operations	
	Laboratory:	
1	M400-G1 Microhardness Tester	Olympus-Leco
1	Crucible Furnace	Blue M
1	Vacuum Annealing Furnace	Inductotherm
1	DTA-TGA with gas switching accessory	T/A Instruments
1	X-ray Diffractometer Unit	Shimadzu Lab
1	Spectrometer ESP Gas Analyzer	Nicolet
1	Hardness Tester	Rockwell
1	Vacuum Oven	Precision
1	Vacuum Sputter Coater	Denton
1	Injection Molder	Minijector
1	High Temperature Vacuum Lab Furnace	Materials Research
1	Inert/Hydrogen Atmosphere Furnace	Lindberg
Lot	All other lab tables, shelves, hoods and miscellaneous equipment not detailed elsewhere that is used for the powders operations' R&D and engineering groups	
	Office:	
	Furniture-Variou	For all full-time powders' employees of Applied Technology Management
	Computer desktop & printers	For all full-time powders' employees of Applied Technology Management
	Computer server with monitors used to support powders operations' network	
	Intellectual Property:	
	Trademarks:	
	USPTO # 77780702	PREP
	USPTO # 72397977	REP
	Patents:	
	USPTO # 5,147,448	Techniques for producing fine metal powder
	USPTO # 4,824,478	Method and apparatus for producing fine metal powder
	USPTO # 4,448,031	Rotary electrode disc apparatus
	USPTO # 3,099,041	Method and apparatus for making powder

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