

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
Prep Powdered Metals, Inc.		12/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Timet Powdered Metals, LLC		
Street Address:	1114 Clark Street		
City:	Bowling Green		
State/Country:	OHIO		
Postal Code:	43402		
Entity Type:	LIMITED LIABILITY COMPANY: 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 2:	One Maritime Plaza, 5th Floor		
Address Line 4:	Toledo, OHIO 43604		
ATTORNEY DOCKET NUMBER:	1-53773		
NAME OF SUBMITTER:	James A. Duggan		
Signature:	/jamesaduggan/		

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TRADEMARK

Date:

04/11/2012

Total Attachments: 4

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ASSIGNMENT OF GENERAL INTANGIBLES

KNOW ALL MEN BY THESE PRESENTS, that **PREP POWDERED METALS, INC.**, a Delaware corporation ("Seller"), does by these presents, hereby grant, bargain, sell, convey, transfer, assign, set over, and deliver with limited warranty covenants unto **TIMET POWDERED METALS, LLC**, a Delaware limited liability company ("Buyer") in accordance with and subject to the terms of that certain Asset Purchase Agreement dated December 1, 2011 (the "Agreement") by and between Buyer and Seller for Buyer's purchase of certain assets from Seller used for the manufacture of PMP Products, Seller's entire right, title and interest to the following in the United States and its territorial possessions and in any and all foreign countries to be obtained for said property by said application or any continuation, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which same may be granted, for the consideration set forth in the Agreement:

1. The patents listed on attached Schedule A, the inventions described in such patents and patent applications and all rights associated with the same (the "Patents");
2. trademarks (including PREP® and Rep®), service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof together, to the extent applicable, with all of the goodwill associated therewith used in connection with the manufacture of PMP Products, including but not limited to those set forth on attached Schedule B.
3. copyrights (registered or unregistered) and registrations and applications for registration thereof used in connection with the manufacture of PMP Products, if any;
4. all other items of Seller Intellectual Property, to the extent the same exists and are transferable, as contemplated by Section 1.1 and Schedules 2.1 and 3.7(i)-3.7(viii) of the Agreement;

The items set forth in items 1 through 4 shall collectively be referred to as the "General Intangibles".

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

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN BUYER AND SELLER THAT SELLER IS SELLING AND BUYER IS PURCHASING THE GENERAL INTANGIBLES ON AN AS IS AND WHERE IS AND WITH ALL FAULTS BASIS, WITHOUT ANY IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO THE MERCHANTABILITY OF THE GENERAL INTANGIBLES AND WITHOUT RELIANCE UPON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR THE AGREEMENT.

The Seller agrees that, upon the request of Buyer, it will hereafter do, execute, acknowledge, or deliver, or will cause to be done, executed, acknowledged or delivered to Buyer all such further acts, deeds, assignments, transfers, conveyances or assurances as may reasonably be required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer any of the General Intangibles to be transferred or assigned under this General Assignment. THIS ASSIGNMENT OF GENERAL INTANGIBLES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE EXCLUDING THE CONFLICTS OF LAW PROVISIONS THEREOF. Capitalized terms used herein but not defined herein shall have the same meaning as set forth in the Agreement.

8, Seller executes and delivers this Assignment of General Intangibles effective December
2011.

PREP POWDERED METALS, INC.,
a Delaware corporation

By: 

Gerald R. Hoolahan, President

Schedule A

Patents

USPTO #	Description	Date Issued
	<u>Patents</u>	
7,722,735	Microstructure applique and method for making same	May 25, 2010
	<u>Expired Patents</u>	
5,147,448	Techniques for producing fine metal powder	September 15, 1992
4,824,478	Method and apparatus for producing fine metal powder	April 25, 1989
4,448,031	Rotary electrode disc apparatus	December 11, 1984
3,099,041	Method and apparatus for making powder	July 30, 1963

Schedule B

Trademarks

USPTO #	Description	Date Issued
	<u>Trademarks</u>	
77780702	PREP	June 29, 2010
72397977	REP	July 21, 1971