

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
MAGNEQUENCH, INC.		02/05/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MOLYCORP MINERALS, LLC
Street Address:	5619 DTC Parkway, Suite 1000
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1720017	MAGNEQUENCH
Registration Number:	1741009	MAGNEQUENCH
Registration Number:	2463513	LEADING MAGNET INNOVATION
Registration Number:	1734515	MQ3
Registration Number:	1725261	MQ1
Registration Number:	1707644	MQP
Registration Number:	1709840	MQ2

**CORRESPONDENCE DATA**

Fax Number: 2485940610  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2485940600  
 Email: [tmdocketing@raderfishman.com](mailto:tmdocketing@raderfishman.com)  
 Correspondent Name: Michael D. Fishman  
 Address Line 1: 39533 Woodward Avenue, Suite 140  
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

CH \$190.00 1720017

ATTORNEY DOCKET NUMBER:	64520-0185
NAME OF SUBMITTER:	Michael D. Fishman
Signature:	/mdf/
Date:	02/19/2013
Total Attachments: 4 source=assignmagnequench#page1.tif source=assignmagnequench#page2.tif source=assignmagnequench#page3.tif source=assignmagnequench#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 5<sup>th</sup> day of ~~January~~ <sup>February</sup> 2013, by and between MAGNEQUENCH, INC. ("Assignor"), a Delaware corporation, having its principal place of business at 9775 Cross Point Boulevard, Suite 100, Indianapolis, Indiana 46256, United States of America and MOLYCORP MINERALS, LLC, ("Assignee") a Delaware corporation, having its principal place of business at 5619 DTC Parkway, Suite 1000, Greenwood Village, Colorado 80111, United States of America.

### RECITALS:

A. Assignor is the owner of certain trademarks, applications and/or registrations (the "Trademarks"), as more fully identified on Schedule A attached hereto; and

B. Assignor has elected to transfer all of its right, title, and interest in and to the Trademarks to Assignee.

### AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

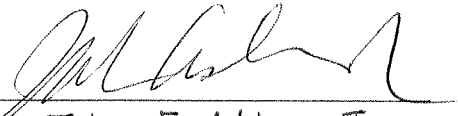
Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Trademarks; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no other party has been granted any rights in the Trademarks by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional step, reasonably requested by Assignee in order to effect, evidence, or perfect Assignee's rights in and to the Trademarks.

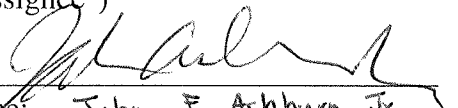
This Trademark Assignment shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that facsimile signatures on this Agreement shall be deemed effective and equivalent to original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

MAGNEQUENCH, INC.  
("Assignor")

By:   
Name: John F. Ashburn, Jr.  
Title: Vice President

MOLYCORP MINERALS, LLC  
("Assignee")

By:   
Name: John F. Ashburn Jr.  
Title: Executive Vice President

SCHEDULE "A"

Mark	Country	Registration Date	Registr
MAGNEQUENCH	AUSTRALIA	05/28/1987	A466092
MAGNEQUENCH	AUSTRALIA	05/28/1987	A466091
MAGNEQUENCH	AUSTRALIA	05/28/1987	A466092
MAGNEQUENCH	CANADA	07/15/1988	TMA342762
MAGNEQUENCH	CHINA	04/30/1988	312,704
MQP	CHINA	11/13/2003	3,026,211
MAGNEQUENCH	CHINA	06/06/2011	8,350,732
MQP	EUROPEAN UNION	02/11/2003	2477834
MAGNEQUENCH	EUROPEAN UNION	02/10/2003	2477826
MAGNEQUENCH	JAPAN	02/22/2002	4546203
MQP	JAPAN	01/17/2003	4637998
LEADING MAGNET INNOVATION	JAPAN	11/01/2002	4618042
MAGNEQUENCH (with Katakana)	JAPAN	12/26/1990	2288666
MAGNEQUENCH	MALAYSIA	07/30/2001	98/05938
MAGNEQUENCH	MALAYSIA	07/30/2001	98/05937
LEADING MAGNET INNOVATION	SOUTH KOREA	08/27/2001	500157
MAGNEQUENCH	TAIWAN	10/01/1988	415198

LEADING MAGNET INNOVATION	TAIWAN	11/16/2001	968961
LEADING MAGNET INNOVATION	TAIWAN	11/16/2001	970036
MAGNEQUENCH	THAILAND	09/02/1998	KOR98406
MAGNEQUENCH	UNITED STATES	09/29/1992	1,720,017
MAGNEQUENCH	UNITED STATES	12/22/1992	1,741,009
LEADING MAGNET INNOVATION	UNITED STATES	06/26/2001	2,463,513
MQ3	UNITED STATES	11/24/1992	1,734,515
MQ1	UNITED STATES	10/20/1992	1,725,261
MQP	UNITED STATES	08/18/1992	1,707,644
MQ2	UNITED STATES	08/25/1992	1,709,840