OP \$40.00 1157114

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM307940

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automated Systems Group, LLC		11/12/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Century Aluminum of West Virginia, Inc.
Street Address:	Century Road
City:	Ravenswood
State/Country:	WEST VIRGINIA
Postal Code:	26164
Entity Type:	CORPORATION: WEST VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1157114	CELTROL

CORRESPONDENCE DATA

Fax Number: 5136516981

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-651-6128

Email: aschoen@fbtlaw.com

Correspondent Name: Ann G. Schoen

Address Line 1: 3300 Great American Tower
Address Line 2: 301 East Fourth Street

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	0106574/0612101	
NAME OF SUBMITTER:	Ann G. Schoen	
SIGNATURE:	/Ann G. Schoen/	
DATE SIGNED:	06/18/2014	

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated as of November 12, 2013 is made by Automated Systems Group, LLC ("ASG"), in favor of Century Aluminum of West Virginia, Inc. ("Century"), pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), by and between ASG and Century.

Under the terms of the Agreement, ASG has conveyed, transferred and assigned to Century, among other assets, certain intellectual property of ASG, and ASG has agreed to execute and deliver this IP Assignment, for potential recording with national, federal and state government authorities, including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASG agrees as follows:

- 1. <u>Assignment</u>. ASG hereby conveys, transfers and assigns to Century all of ASG's right, title and interest in and to the Intellectual Property (as such term is defined in the Agreement and as set forth on Schedule 2.1 attached thereto), including all goodwill associated therewith.
- 2. <u>Recordation</u>. ASG authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Registrar of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Century.
- Terms of the Agreement. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this IP Assignment, the terms of the Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

TRADEMARK REEL: 005304 FRAME: 0210 6. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment.

Signature Page Follows

Execution Copy - IP Assignment

IN WITNESS WHEREOF, ASG has duly executed and delivered this IP Assignment as of the date first above written.

	AUTOMATED SYSTEMS GROUP, LLC By: Shomes & Robert Name: THOMAS E. ROBERTS Title: MEMBER
AGREE TO AND ACCEPTED BY:	
	CENTURY ALUMINUM OF WEST VIRGINIA, INC.
	Ву:
	Name: Jesse E. Gary
	Title: President

Execution Copy - IP Assignment

IN WITNESS WHEREOF, ASG has duly executed and delivered this IP Assignment as of the date first above written.

	AUTOMATED SYSTEMS GROUP, LLC
	By: Name: Title:
AGREE TO AND ACCEPTED BY:	
	CENTURY ALUMINUM OF WEST VIRGINIA, INC.
	By:
	Title: President

Schedule 2.1

Purchased Assets

- A. Intellectual Property:
- 1. Patents & Trademarks

U.S. Patent # 6,132,571 Issued 10/17/00 - A system for predicting an impending anode effect in an aluminum reduction cell

Trademark Serial # 73221049/Registration # 1157114 - CELTROL Special electrical control circuits for aluminum reduction cells.

REDACTED

TRADEMARK REEL: 005304 FRAME: 0214

RECORDED: 06/18/2014