ETAS ID: TM309431

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Century Aluminum of West Virginia, Inc.		06/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Century Aluminum Company	
Street Address:	1 South Wacker Drive, Ste. 1000	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	CORPORATION: DELAWARE	

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

aschoen@fbtlaw.com Email:

Ann G. Schoen **Correspondent Name:**

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:	07/02/2014

Total Attachments: 4

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TRADEMARK REEL: 005314 FRAME: 0485

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated as of June 30, 2014 is made by Century Aluminum of West Virginia, Inc. ("CAWV"), in favor of Century Aluminum Company ("CAC"), pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), by and between CAWV and CAC.

Under the terms of the Agreement, CAWV has conveyed, transferred and assigned to CAC, among other assets, certain intellectual property of CAWV, and CAWV 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, CAWV agrees as follows:

- 1. <u>Assignment</u>. CAWV hereby conveys, transfers and assigns to CAC all of CAWV'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>. CAWV 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 CAC.
- 3. <u>Terms of the Agreement</u>. 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. <u>Governing Law</u>. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

TRADEMARK REEL: 005314 FRAME: 0486 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, CAWV has duly executed and delivered this IP Assignment as of the date first above written.

CENTURY ALUMINUM OF WEST

VIRGINIA, INC.

3y: ____

Title: President

AGREE TO AND ACCEPTED BY:

CENTURY ALUMINUM COMPANY

Name: Michael Bless

Title: President and Chief Executive Officer

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: 005314 FRAME: 0489

RECORDED: 07/02/2014