

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDY Industries, LLC		11/04/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kennametal Inc.		
Street Address:	1600 Technology Way		
City:	Latrobe		
State/Country:	PENNSYLVANIA		
Postal Code:	15650		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0587620	SUPERMETRIC	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<i>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.</i>			
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA13003		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	08/20/2014		
Total Attachments: 5			
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OP \$40.00 0587620

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated November 4, 2013, by and between TDY Industries LLC, a California limited liability company ("Assignor"), and Kennametal Inc., a Pennsylvania corporation ("Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Purchase Agreement, dated as of September 13, 2013 (the "Purchase Agreement"), by and among Assignor, Assignee and certain other parties listed therein.

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor all right, title and interest in and to the Transferred Assets;

WHEREAS, the Transferred Assets include all of Assignor's right, title and interest in all Intellectual Property that is used or held for use in the Tungsten Materials Business, including the patents and patent applications set forth on Schedule 1 attached hereto and the trademark registrations and applications listed on Schedule 2 attached hereto (the "Tungsten Materials IP"). For purposes of this Assignment, the term "Intellectual Property" shall mean (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (ii) registered and unregistered trademarks, service marks, names, corporate names, trade names, domain names, URLs and URL registrations, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable subject matter, (iv) trade secrets and all other confidential or proprietary information, Know-How, inventions, processes, formulae, models, and methodologies and (v) all applications and registrations for the foregoing, in each case not including any IT Assets (as defined in the Purchase Agreement); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to the Tungsten Materials IP, including the Tungsten Materials IP set forth on Schedule 1 and Schedule 2 attached hereto.

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Tungsten Materials IP. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:

- (a) the Tungsten Materials IP;

(b) all Tungsten Materials IP specified on Schedule 1 and Schedule 2 attached hereto;

(c) any and all continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions of any patents and patent applications within the Tungsten Materials IP that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Use of Tungsten Materials IP. The foregoing assigned Tungsten Materials IP and related rights are to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Recordation. Assignor authorizes the U.S. Commissioner for Patents, the U.S. Commissioner for Trademarks and the U.S. Register of Copyrights and any other governmental officials of any patent, trademark or copyright office worldwide to record and register this Assignment upon request by Assignee. Assignor shall, from time to time, at Assignee's request and without further consideration, but at the expense of and for the benefit of Assignee and its successors and assigns, execute and deliver all of such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and take such other action, as Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, Assignee and to put Assignee in possession of the Tungsten Materials IP.

4. Legal Proceedings. Assignor hereby appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, for the limited purpose of prosecuting and maintaining the Tungsten Materials IP before any trademark, patent or copyright office worldwide, at the expense of and for the benefit of Assignee and its successors and assigns, or executing such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or

recordation of ownership to, any of the Tungsten Materials IP. The dissolution of Assignor will not work a revocation of the foregoing powers.

5. Additional Documents. Assignor hereby agrees to execute any additional documents as may be reasonably necessary to effectuate the transfer of title in and to the Tungsten Materials IP to the Assignee.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to the conflict of law principles thereof.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

8. Order of Precedence. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property Agreement to be executed as of the date first above written.

TDY INDUSTRIES, LLC, *as Assignor*

By: Elliot S. Davis
Name: Elliot S. Davis
Title: Senior Vice President

Acknowledgement of Signature

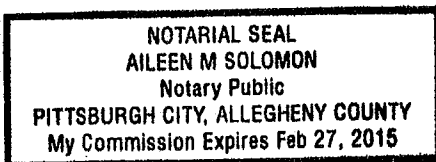
STATE OF Pennsylvania
COUNTY OF Allegheny

On October 30, 2013 before me a Notary Public, personally appeared Elliot S. Davis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the [Commonwealth of Pennsylvania] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Aileen M Solomon (Seal)



KENNAMETAL INC., as Assignee

By: Frank P. Simpkins
Name: Frank P. Simpkins
Title: Vice President and Chief Financial Officer

Acknowledgement of Signature

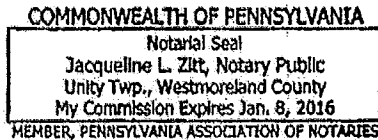
STATE OF Pennsylvania
COUNTY OF WESTMORELAND

On October 31, 2013 before me, Jacqueline L. Zitt, personally appeared Frank P. Simpkins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the [Commonwealth of Pennsylvania] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jacqueline L. Zitt (Seal)



[Signature page to Assignment
of Intellectual Property Agreement]