

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Main Steel Polishing Company, Inc.		11/18/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Advanced Alloy Processing Corporation		
Street Address:	2200 Pratt Blvd.		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4532846	MAIN STEEL	
Registration Number:	3212058	M MAIN STEEL	
Registration Number:	3692267	THE FINISH IS JUST THE START...	
Registration Number:	4514535	M	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	092619-0027		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	11/21/2014		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of November 18, 2014 and is between Main Steel Polishing Company, Inc., a New Jersey corporation (the "Assignor") and Advanced Alloy Processing Corporation, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, pursuant to the terms and subject to the conditions of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. All provisions of the Purchase Agreement survive the execution of this Trademark Assignment as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Trademark Assignment is made for the sole benefit of the parties hereto and their respective successors and permitted assigns, as applicable, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

MAIN STEEL POLISHING COMPANY, INC.

By: 

Name: Rick Hawthorne

Title: Vice President and Treasurer

ASSIGNEE:

**ADVANCED ALLOY PROCESSING
CORPORATION**

By: _____

Name: Thomas Modrowski

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005406 FRAME: 0097**

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

MAIN STEEL POLISHING COMPANY, INC.

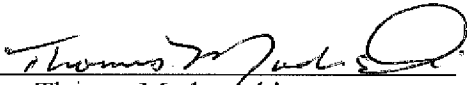
By: _____

Name: Rick Hawthorne

Title: Vice President and Treasurer

ASSIGNEE:

**ADVANCED ALLOY PROCESSING
CORPORATION**

By: 

Name: Thomas Modrowski

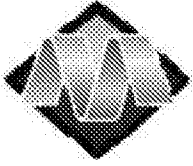
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005406 FRAME: 0098**

Schedule A

Trademark Applications and Registrations

Mark	Serial Number/Registration Number	Jurisdiction
MAIN STEEL	4532846	United States
MAIN STEEL	926315	Mexico
MAIN STEEL & DESIGN	TMA742959	Canada
MAIN STEEL & DESIGN	3212058	United States
THE FINISH IS JUST THE START	TMA742958	Canada
THE FINISH IS JUST THE START	3692267	United States
M and Design 	4514535	United States