

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elmet Technologies, Inc.		01/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Elmet Technologies LLC		
Street Address:	1560 Lisbon Street		
City:	Lewiston		
State/Country:	MAINE		
Postal Code:	04240		
Entity Type:	LIMITED LIABILITY COMPANY: MAINE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86345507	ELMET	
Registration Number:	0411291	ELMET	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2077749000		
Email:	cchandler@curtisthaxter.com		
Correspondent Name:	Christian Chandler		
Address Line 1:	One Canal Plaza		
Address Line 2:	Suite 1000		
Address Line 4:	Portland, MAINE 04112		
NAME OF SUBMITTER:	Christian Chandler		
SIGNATURE:	/cchandler/		
DATE SIGNED:	03/09/2015		
Total Attachments: 4			
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OP \$65.00 86345507

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that Elmet Technologies, Inc., a Delaware corporation, and ETI Precision Corp., a Delaware corporation (collectively the "Grantor" or "Company"), for \$1.00 and other good and valuable consideration paid, does hereby grant, sell, transfer and deliver to Elmet Acquisitions LLC, a Maine limited liability company ("Grantee"), its successors and assigns, all of its right, title and interest in the Purchased Assets as hereinafter defined. "Purchased Assets" means all of the right, title and interest of the Grantor in and to certain personal property described on the attached Exhibit 1.

TO HAVE AND TO HOLD, all and singular the Purchased Assets to the Grantee, its successors and assigns, to its and their own use and behoof forever.


The Purchased Assets are conveyed to Grantee AS IS, WHERE IS, WITH ALL FAULTS and without warranties whatsoever.

This Bill of Sale shall be interpreted, construed, and governed by and in accordance with the law of the State of Maine without regard to its conflict-of-law principles.

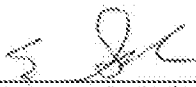
[Signatures on following pages]

GRANTOR:

ETI Precision Corp.

By: 
Name: Eric S. Scheinerman
Title: President
Date: _____, 2015

Elmet Technologies, Inc.

By: 
Name: Eric S. Scheinerman
Title: President
Date: Jan 23, 2015

ACCEPTED BY GRANTEE:

ELMET ACQUISITIONS LLC

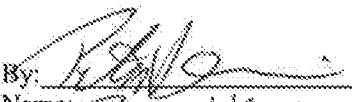
By: 
Name: Peter Varnotta
Title: Pres.
Date: _____, 2015
Jan 23

Exhibit 1

- (i) all of the tangible assets and all of the Company's rights in and to the vehicle and personal property leases used in the operation of the business of the Company;
- (ii) all customer and prospective customer lists used in connection with the operation of the business of the Company;
- (iii) all customer goodwill generated in the operation of the business of the Company;
- (iv) all inventories of the Company in connection with the business of the Company, including, without limitation, all purchased parts, materials and supplies;
- (v) all accounts receivable of the Company in connection with the business of the Company, including, without limitation, all accounts receivable;
- (vi) all personal property, machinery, furniture, fixtures, leasehold improvements, and equipment situated at the Company's locations, and used in connection with the operation of the business of the Company;
- (vii) all real property leases and other contracts to which it is a party;
- (viii) all prepaid items or accounts of any Company;
- (ix) all of the deposits made by any Company under any lease, purchase order or other contract relating to the business of the Company;
- (x) except computer equipment subject to a lease, all computer equipment located at any of the premises located at the locations.
- (xi) all rights in the Intellectual Property, as that term is broadly defined, including but not limited to any and all trade secrets, patents, patents pending, designs, copyrights, software, trademarks, trade names, proprietary information and the like.
- (xii) all cash held by or for the benefit of any company any all notes payable to any company, including any intercompany loans due between the Company;
- (xiii) all physical plans and designs of the business of the Company (including, without limitation, blueprints and layouts); and
- (xiv) all insurance claims, recoveries or credits and all refunds, reimbursements or credits owed to the Company from any source including any import or export duty refund or return.
- (xv) all books and records relating to the business of the Company.

Notwithstanding anything to the contrary set forth herein, the Purchased Assets shall not include (i) the GTAT Related Assets and (ii) the "Retained Cash" under and as defined in the Assignment and Assumption Agreement, dated as of the date hereof, by and among Elmet Technologies, Inc., Vestar Technologies, LLC, Jevco International, Inc., ETI Precision Corp., the Purchaser, Elmet Covington LLC and Elmet Jevco LLC.