

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.P. GREEN INDUSTRIES, INC.		12/31/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	A.P. GREEN REFRACTORIES, INC.		
Street Address:	1305 CHERRINGTON PARKWAY		
Internal Address:	SUITE 105		
City:	MOON TOWNSHIP		
State/Country:	PENNSYLVANIA		
Postal Code:	15108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2860046	APGREEN	
CORRESPONDENCE DATA			
Fax Number:	4406841095		
<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:	4406841090		
Email:	mmetrokotsas@kusnerjaffe.com		
Correspondent Name:	MICHAEL A. JAFFE, KUSNER & JAFFE		
Address Line 1:	6150 PARKLAND BOULEVARD, SUITE 105		
Address Line 2:	PARAGON CENTER ii		
Address Line 4:	MAYFIELD HEIGHTS, OHIO 44124		
NAME OF SUBMITTER:	MICHAEL A. JAFFE		
SIGNATURE:	/Michael A. Jaffe/		
DATE SIGNED:	03/31/2020		
Total Attachments: 15			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "*Assignment*") is entered into as of December 31, 2015 at 6:56 p.m. EST, by and among A.P. Green Industries Inc., a Delaware corporation ("*Assignor*"), and A.P. Green Refractories, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, the parties have entered into that certain Contribution Agreement by and between Assignor and Assignee, dated as of December 31, 2015 (the "*Contribution Agreement*"), pursuant to which Assignor will contribute certain assets (including the intellectual property assigned hereunder (the "*Contributed Intellectual Property*")) to Assignee in connection with the Legal Entity Rationalization Plan adopted by the Board of Directors of HarbisonWalker International, Inc. ("*Parent*") on December 15, 2015 (the "*Plan*"), pursuant to which, through a series of intercompany transactions among Parent and its affiliates (Parent and its affiliates are collectively referred to herein as the "*Affiliate Group*"), the Affiliate Group's active business operations will be consolidated in one member of such group, Assignee;

WHEREAS, to facilitate the consolidation of the Affiliate Group's active business operations in Assignee pursuant to the Plan, and on the terms and subject to the conditions set forth in that certain Contribution Agreement by and between Parent and Global Industrial Technologies Services Company ("*GIT Services*") dated as of December 31, 2015 with an effective time of 6:54 p.m. (the "*Parent Contribution Agreement*"), Parent has assigned to GIT Services all of Parent's right, title and interest in and too any and all intellectual property held by Parent immediately prior to the start of implementation of the Plan (5:00 p.m., December 31, 2015), such that all assets (including intellectual property) acquired by Parent as a result of the transactions contemplated under the Plan prior to the transactions executed under the Contribution Agreement (the "*Excluded Intellectual Property*") have remained with Parent, and therefore necessarily, shall not be assigned by Assignor to Assignee under this Assignment; and

WHEREAS, to facilitate the consolidation of the Affiliate Group's active business operations in Assignee pursuant to the Plan, and pursuant to that certain Contribution Agreement by and between Assignor and GIT Services dated as of December 31, 2015, with an effective time of 6:55 p.m. (the "*GIT Services Contribution Agreement*"), GIT Services has transferred to Assignor all of GIT Services' right, title and interest in and to certain assets, necessarily excluding the Excluded Intellectual Property, which remained with Parent;

WHEREAS, prior to 6:54 p.m. EST on December 31, 2015 Assignor had owned certain intellectual property assets independent of the transactions executed pursuant to the Plan, which Assignor desires to assign to Assignee in order to facilitate the consolidation of the Affiliate Group's active business operations in Assignee;

WHEREAS, Assignor desires to assign the Contributed Intellectual Property (but excluding the Excluded Intellectual Property) to Assignee, including, but not limited to, (i) the inventions, patent applications and patents described in Schedule A attached hereto, and all patents issuing thereon (the "*Patent Properties*"), all of which were owned by Assignor prior to the Plan, and (ii) the trademarks and trademark registrations described in Schedule B attached hereto, along with any and all goodwill associated with such trademarks (the "*Trademark*");

Properties”), including those that were owned by Assignor prior to the start of implementation of the Plan and those acquired by Assignor pursuant to the GIT Services Contribution Agreement, to Assignee.

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Names and Marks. Assignor does hereby transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in and to all names, tradenames, domain names, trademarks, trademark registrations, including but not limited to the Trademark Properties, service marks, logos and all other identifying indicia used in connection with or otherwise relating to ANH Refractories Company, Parent (excepting the Excluded Intellectual Property), GIT Services or Assignor (collectively, the “*Marks*”), and any and all applications and/or registration therefor, together with the goodwill of Assignor associated with the Marks, and all common law rights, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Marks, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee’s successors, assigns, designees, nominees and other legal representatives.

2. Copyrights. Assignor does hereby transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in and to all copyrights in or for any and all materials, writings, sound recordings, drawings, schematics, databases, compilations, compositions, graphics, artwork, characters, mask works, photographs and any and all other copyrightable works of any kind or nature used in connection with or otherwise relating to relating to ANH Refractories Company, Parent (excepting the Excluded Intellectual Property), GIT Services or Assignor and any and all applications and/or registration therefor, and all common law rights (collectively, the “*Copyrights*”) the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Copyrights, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee’s successors, assigns, designees, nominees and other legal representatives.

3. Patents, Inventions and Trade Secrets. Assignor does hereby transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in and to all patents and patent applications, including but not limited to the Patent Properties, proprietary information, confidential information, and trade secrets of any kind or nature conceived of or used in connection with or otherwise relating to relating to ANH Refractories Company, Parent (excepting the Excluded Intellectual Property),

GIT Services or Assignor including all common law rights (collectively, the "*Inventions*") the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Inventions, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

4. Assignor does hereby transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, (i) 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, (ii) 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; (iii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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.

5. Further Assurances. As may be requested by Assignee or its designee or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) confirm, translate, record and perfect the assignment of the Marks, Copyrights and/or Inventions and (ii) secure Assignee's rights in the Marks, Copyrights and/or Inventions, including, the execution and delivery of all applications, oaths, declarations, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective officers or representatives thereunto duly authorized as of the date first written above.

ASSIGNOR:

A.P. Green Industries, Inc.

By: Jessica L. Nock

Name: Jessica L. Nock

Title: Vice President - Rationalization

ASSIGNEE:

A.P. Green Refractories, Inc.

By: Jessica L. Nock

Name: Jessica L. Nock

Title: Vice President - Rationalization

SCHEDULE A

PATENT PROPERTIES

Application Number	Patent Number	Filing Date	Country	Title
MX/a/2010/007288	311663	June 30, 2010	Mexico	CERAMIC FIBER MODULES
582723	5662823	January 4, 1996	United States of America	IMPACT PAD
12/494925	8309212	June 30, 2009	United States of America	CERAMIC FIBER MODULES

SCHEDULE B**TRADEMARK PROPERTIES**

Registration Number	Application Number	Country	Associated Mark
A76374		Australia	SAIRSET
	1713440	Canada	HWI HARBISONWALKER INTERNATIONAL (horizontal)
	1713437	Canada	HWI HARBISONWALKER INTERNATIONAL (vertical)
TMA688705	1291145	Canada	ANH
TMA693237	1225847	Canada	ANH REFRACTORIES (logo)
TMA179374	337267	Canada	HARBISON- WALKER
TMA821,382	1439981	Canada	HARBISON- WALKER REFRACTORIES (logo)
137641	281024	Canada	HARCAST
UCA2275	163446	Canada	HARWACO BOND
TMA107453	238756	Canada	HW
TMA688693	1291146	Canada	APG

Registration Number	Application Number	Country	Associated Mark
TMA824522	1439975	Canada	APGREEN & design
UCA021158	0185765	Canada	ARCO
TMA746323	1392333	Canada	CLIPPER DP
TMA746325	1392339	Canada	DV-38
TMA797055	1392337	Canada	INSWOOL
TMDA43391	138223	Canada	KRUZITE (stylized design)
TMA797056	1392345	Canada	KRUZITE (word mark)
TMA746324	1392334	Canada	KX-99
TMDA43370	138224	Canada	MIZZOU
TMA688925	1295047	Canada	PLASTECH
241941	427383	Canada	'SAIRSET
TMA797054	1392335	Canada	UNACAST
1109109	635622	Chile	A.P. GREEN

Registration Number	Application Number	Country	Associated Mark
	17036824	China (People's Republic)	HWI HARBISONWALKER INTERNATIONAL (horizontal)
	17036823	China (People's Republic)	HWI HARBISONWALKER INTERNATIONAL (horizontal)
	17036826	China (People's Republic)	HWI HARBISONWALKER INTERNATIONAL (vertical)
	17036825	China (People's Republic)	HWI HARBISONWALKER INTERNATIONAL (vertical)
5234710	5234710	China (People's Republic)	ANH
5686765	5686765	China (People's Republic)	ANH REFRACTORIES
5686766	5686766	China (People's Republic)	ANH REFRACTORIES (logo)
5686764	5686764	China (People's Republic)	A.P. GREEN
5686763	5686763	China (People's Republic)	APGREEN & design
7003587	7003587	China (People's Republic)	GREENLITE
7003586	7003586	China (People's Republic)	KRUZITE
51783		Dominican Republic	A.P. GREEN

Registration Number	Application Number	Country	Associated Mark
51780		Dominican Republic	EMPIRE
52782		Dominican Republic	INSWOOL
51779		Dominican Republic	MIZZOU CASTABLE
51781		Dominican Republic	'SAIRSET
51777		Dominican Republic	SUPER HYBOND
013696315	013696315	European Community	HWI HARBISONWALKER INTERNATIONAL (horizontal)
013696265	013696265	European Community	HWI HARBISONWALKER INTERNATIONAL (vertical)
13723366	013723366	European Community	SAIRSET
	013723416	European Community	GREENCAST
008335481	008335481	European Community	ANH REFRACTORIES (logo)
008335771	008335771	European Community	APGREEN & design
	D002015008009	Indonesia	HWI HARBISONWALKER INTERNATIONAL (horizontal)

Registration Number	Application Number	Country	Associated Mark
	D002015008011	Indonesia	HWI HARBISONWALKER INTERNATIONAL (vertical)
IDM000145574	2006008521	Indonesia	ANH
IDM000076342	043014130240	Indonesia	ANH REFRACTORIES (logo)
IDM000285773	D002009020713	Indonesia	APGREEN & design
1591754	001540	Italy	A.P. GREEN
	1573884	Mexico	HWI HARBISONWALKER INTERNATIONAL (horizontal)
1547668	1573882	Mexico	HWI HARBISONWALKER INTERNATIONAL (horizontal)
	1573880	Mexico	HWI HARBISONWALKER INTERNATIONAL (vertical)
1547667	1573879	Mexico	HWI HARBISONWALKER INTERNATIONAL (vertical)
929999	773351	Mexico	ANH
945252	687914	Mexico	ANH REFRACTORIES (logo)
1139037	1010695	Mexico	APGREEN & design

Registration Number	Application Number	Country	Associated Mark
381090	85660	Mexico	GREEN
1485342	1509194	Mexico	KAST-O-LITE
1508848	1527105	Mexico	KAST-SET
1554776	1527104	Mexico	MIZZOU CASTABLE
1508849	1527106	Mexico	SAIRSET
1508847	1527103	Mexico	ULTRA GREEN
1557489	1509195	Mexico	VSL-50
	1436014126	Saudi Arabia	GREENCAST
878/93	99695	Saudi Arabia	KRUZITE
80457		Sweden	SUPER HYBOND
2370249	2370249	United Kingdom	ANH REFRACTORIES (logo)
490720	490720	United Kingdom	SAIRSET
	86/501691	United States of America	HWI HARBISONWALKER INTERNATIONAL (horizontal)

Registration Number	Application Number	Country	Associated Mark
	86/501699	United States of America	HWI HARBISONWALKER INTERNATIONAL (vertical)
3193301	78/818792	United States of America	ANH
2809505	78/185673	United States of America	ANH REFRACTORIES
723467	72/111096	United States of America	ALTEX
3193303	78/818823	United States of America	APG
2860046	78/197993	United States of America	APGREEN & design
534889	71/555869	United States of America	ARCO
819752	72/238075	United States of America	BRIK-CAST
388629	71/440651	United States of America	CLIPPER
3640837	77/435984	United States of America	DV-38
510415	71/553277	United States of America	EMPIRE
1831349	74/388063	United States of America	EXPRESS
841898	72/277757	United States of America	FUSECRETE

Registration Number	Application Number	Country	Associated Mark
730277	72/118989	United States of America	GREEN
3640845	77/436487	United States of America	GREENAL
600884	71/652189	United States of America	GREENCAST
3640840	77/436427	United States of America	GREENGUN
3644607	77/436439	United States of America	GREENKLEEN
857768	72/285921	United States of America	GREENLITE
3640836	77/435961	United States of America	GREENPAK
1818969	74/369846	United States of America	GREENSET
1349405	73/491602	United States of America	GREFCON
869601	72/310280	United States of America	GREFCOTE
829662	72/248696	United States of America	GREFMAG
1123296	73/191912	United States of America	GREFPATCH
1088739	73/137695	United States of America	GREFVIBE

Registration Number	Application Number	Country	Associated Mark
3805555	77/722712	United States of America	INSBLOK
1844445	74/378780	United States of America	INSWOOL
364858	71/411410	United States of America	KAST-O-LITE
183374	71/188204	United States of America	KRUZITE
611665	71/672952	United States of America	KS-4
438285	71/520029	United States of America	KX-99
3640841	77/436434	United States of America	LO-ABRADE
3640842	77/436455	United States of America	MC-25
181425	71/185337	United States of America	MEXI-KOMO
171610	71/173488	United States of America	MIZZOU
3189513	78/838741	United States of America	PLASTECH
3596164	77/373294	United States of America	SENTINEL
561015	71/596339	United States of America	SUPER HYBOND

Registration Number	Application Number	Country	Associated Mark
4383417	85/796049	United States of America	SUPER KAST-SET
3640844	77/436471	United States of America	ULTRA-EXPRESS
3640843	77/436463	United States of America	ULTRA-GREEN
1430260	73/602474	United States of America	UNACAST
431374	431374	Uruguay	A.P. GREEN
F-90038	I-76-6982	Venezuela	KAST-O-LITE