FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

02-10-1999

100962541

Docket No.: PITTNA/THE

Tab settings

To the Honorable Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wahl Refractories, Inc.

5

MLDEN 2-5-99

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **PNC Bank, National Association**

Internal Address: **One Cleveland Center, Suite 1250**

Street Address: **1375 East 9th Street**

City: **Cleveland** State: **OH** ZIP: **44114**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **National Association**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other **Assignment for Security**

Execution Date: **November 6, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
75/460,470

B. Trademark Registration No.(s)

Additional numbers ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Raymond J. Harmuth, Esq.**

Internal Address: **Doepken Keevican & Weiss**

58th Floor - USX Tower

600 Grant Street

Street Address:

City: **Pittsburgh** State: **PA** ZIP: **15219**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): $ **$40.00**

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

500287

DO NOT USE THIS SPACE

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01 FC:481 40.00 CH

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond J. Harmuth, Reg. No. 33,896 — Name of Person Signing

Signature

February 5, 1999 — Date

Total number of pages including cover sheet, attachments, and **4**

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, WAHL REFRACTORIES, INC., an Ohio corporation, (the "Assignor") has adopted, used and is using the trademarks and tradenames listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark office (the "Trademarks");

WHEREAS, Assignor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the lenders from time to time party to the Credit Agreement, dated as of the date hereof (in its capacity as agent acting for the benefit of itself and such lenders, the "Assignee") and has entered into a Security Agreement and Mortgage - Trademarks dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Obligations (as defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee and such lenders) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 6th day of November, 1998.

ASSIGNOR:
WAHL REFRACTORIES, INC.

[Corporate Seal)

By: _____

Title: Vice President

220510_3.WPD

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the 5th day of November, 1998, before me, a Notary Public, the undersigned officer, personally appeared Daniel A. Dye, who acknowledged himself/herself to be the Vice President of WAHL REFRACTORIES, INC., an Ohio corporation and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathleen A. Kennick
Notary Public

My commission expires:

KATHLEEN A. KENNICK
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 7, 2003

Schedule A to Assignment of Security

TRADEMARKS OWNED BY WAHL REFRACTORIES, INC.

Mark	Application or Registration No.	Country	Date of Registration
SIFCA	874,270	Canada	April 3, 1998
SIFCA	786,954	European Community	April 1, 1998
SIFCA	337,534	Mexico	June 26, 1998
SIFCA	(Docket No.) WAC 004 T2	United States	February 17, 1998