

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>United States Bronze Powder Incorporated</td> <td></td> <td>10/01/2008</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	United States Bronze Powder Incorporated		10/01/2008	CORPORATION: NEW YORK																
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CORRESPONDENCE DATA																											
<p>Fax Number: 4129455933 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 412-471-8815 Email: assignments@webblaw.com Correspondent Name: Ann M. Cannoni, The Webb Law Firm Address Line 1: One Gateway Center Address Line 2: 420 Ft. Duquesne Blvd., Suite 1200 Address Line 4: Pittsburgh, PENNSYLVANIA 15222</p>																											
ATTORNEY DOCKET NUMBER:	5012-122944																										
NAME OF SUBMITTER:	J. Matthew Pritchard, Reg. No. 46,228																										
Signature:	/jmp/																										

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Date:

09/14/2012

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated October 1, 2008, is entered into by and among Eckart American Corporation, a corporation formed under the laws of Delaware ("Assignee"), United States Bronze Powder Incorporated, a corporation incorporated under the laws of New York ("USBP"), and U.S. Coatings Technology Corp., a corporation formed under the laws of Delaware ("USCT"), and together with USBP, ("Assignors").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated August 20, 2008 by and among Assignee and Assignors (the "Purchase Agreement"), Assignors agreed to sell, convey, assign, transfer and deliver to Assignee the entire right, title and interest in and to all intellectual property set forth on Schedules 2.1C and 2.1D to the Purchase Agreement (the "IP Assets");

WHEREAS, Assignors desire to assign and delegate to Assignee all of the IP Assets, and Assignee desires to assume all of the Assignors' obligations relating to the IP Assets (the "IP Liabilities").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Intellectual Property" means the Patent and Trademarks.

"Patent" means the patent set forth on Exhibit A.

"Trademarks" means all the trademarks set forth on Exhibit B.

TRADEMARKS

1. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including, without limitation, the execution of any

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instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, applicable Trademark Offices or with domain name registrars; *provided that* any such action so requested in order to do more than vest title to the Trademarks in Assignee shall be at Assignee's sole expense.

PATENT

3. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest in and to the Patent, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

4. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patent with, for example, the applicable Patent Office; *provided that* any such action so requested in order to do more than vest title to the Patent in Assignee shall be at Assignee's sole expense.

GENERAL

5. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New Jersey, without regard to principles of conflicts of law.

8. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Assignment and Assumption of Intellectual Property Agreement to be duly executed on the date first above written.

ASSIGNEE:

ECKART AMERICA CORPORATION

By: Shelly H. Chadwick
Name: ~~Anthony Amico~~ Shelly H. Chadwick
Title: President VP/CFO

ASSIGNORS:

UNITED STATES BRONZE POWDERS
INCORPORATED

By: K. Clive Ramsey
Name: K. Clive Ramsey
Title: President

U.S. COATINGS TECHNOLOGY CORP.

By: K. Clive Ramsey
Name: K. Clive Ramsey
Title: President

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**EXHIBIT A
PATENTS**

U.S. Patent No. 4172720, "Flaked metal powders and method of making same".

EXHIBIT B
TRADEMARKS

Trademark	Country	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
STAY/STEEL	Canada	428890	06/17/94	Registered Next renewal: 06/17/09
STAY/STEEL	U.S.	1714850	09/15/92	Registered Next renewal: 09/15/12
USB & Design (Logo)	U.S.	1270471	03/20/84	Registered Next renewal: 03/20/14
AQUADUCT	U.S.	2474740	08/07/01	Registered Next renewal: 08/07/11
LOVO-MET	U.S.	2075782	07/01/97	Registered Next renewal: 07/01/17