TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357407

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the cover sheet to identify the type of conveyance as a security interest. previously recorded on Reel 001274 Frame 0456. Assignor(s) hereby confirms the assignment of security interest in first paragraph of assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ERACHEM COMILOG, INC.	FORMERLY CHEMETALS INCORPORATED	01/09/1995	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	ONE PNC BANK PLAZA, 5TH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15265
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0399190	MN
Registration Number:	0603507	NITRELMANG
Registration Number:	0920523	SOLUMANG
Registration Number:	1005729	RAPID MANGANESE
Registration Number:	1006216	MASSIVE MANGANESE
Registration Number:	1020848	CHEMETALS
Registration Number:	1022483	MASSIVE MANGANESE MM
Registration Number:	1550533	THE MANGANESE SOURCE
Registration Number:	1978760	NITREL MET
Registration Number:	1885736	CHEMETALS
Registration Number:	1958245	CQC

OP $290.00 0399190

CORRESPONDENCE DATA

Fax Number: 4125945619

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.

Phone: 4125943916

Email: kbiedinger@tuckerlaw.com

Correspondent Name:	Kristin Biedinger
Address Line 1:	1500 One PPG Place
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Kristin biedinger
SIGNATURE:	/Kristin Biedinger/
DATE SIGNED:	10/05/2015

Total Attachments: 17

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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-001 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40-481
250-482

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

1. Name of conveying party(ies):

CHEMETALS INCORPORATED

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: PNC BANK, NATIONAL ASSOCIATION, as Agent

Internal Address: One PNC Plaza, 5th Floor

Street Address: Attn: Metropolitan Commercial Banking

City: Pittsburgh State: PA ZIP: 15265

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: January 9, 1995

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
74/496,851
74/398,986
74/455,168

B. Trademark Registration No.(s)

399,190	1,006,216
603,507	1,020,848
920,523	1,022,483
1,005,729	1,550,533

Additional numbers attached? ☐ Yes ☐ No

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

Name: Henry S. Pool, Esquire

Internal Address: Tucker Arensberg, P.C.

Street Address: 1500 One PPG Place

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) ..... $ 290.00

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

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

040 RP 01/30/95 0399190
040 RP 01/30/95 0399190

0 481 40.00 CK
0 482 250.00 CK

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.

Henry S. Pool, Esquire
Name of Person Signing

Signature

01/30/95
Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF A SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT OF A SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (the Assignment of a Security Interest In Patents and Copyrights, together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements hereto and hereof is hereinafter referred to as the "Assignment") is dated as of January 9, 1995, and is made by CHEMETALS INCORPORATED, a Maryland corporation (the "Assignor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent for the Banks, as defined below (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement (the Credit Agreement and all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to herein as the "Credit Agreement") dated as of even date herewith by and among the Assignor as the borrower, the financial institutions party thereto as Lenders (individually "Bank" and collectively the "Banks") and the Assignee as Agent for the Banks, the Banks have agreed to make available to the Assignor a (i) Revolving Credit Commitment in a principal amount not to exceed $10,000,000 and (ii) Term Loan in the amount of $21,000,000, in each case, with interest at rates provided in the Credit Agreement and to be repaid at the times and places and in the manner set forth in the Credit Agreement, and containing other terms and provisions as set forth in the Credit Agreement, all of which are specifically incorporated herein by reference as though set forth herein; and

WHEREAS, to secure the prompt payment in full to the Assignee of the Obligations, including but not limited to principal and interest due on the Notes, all costs, Fees and expenses payable by the Assignor under the Credit Agreement, this Assignment or any other Loan Document (including without limitation, all costs, Fees and expenses incurred in connection with the perfection, enforcement or collection of any such instrument, including but not limited to all reasonable attorneys' fees and expenses) and all other liabilities, obligations and Indebtedness of the Assignor to the Banks or the Assignee, the Assignor has agreed to execute and deliver to the Assignee this Assignment.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and

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with the intent to be legally bound hereby, the Assignor and the Assignee hereby covenant and agree as follows:

1. Defined Terms. All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the meanings given them in the Credit Agreement.

2. Assignment of a Security Interest in Patents, Trademarks, Trade Names and Copyrights. To secure the complete and timely satisfaction of all of the Obligations, the Assignor hereby grants, bargains, assigns, mortgages, pledges, sells and creates a security interest in, transfers, and conveys to the Assignee, as and by way of a first mortgage and security interest having priority over all other security interests (except for Permitted Encumbrances, but only to the extent permitted in the Credit Agreement), with power of sale, to the extent permitted by law or by the specific license agreements, all of the Assignor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

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(iii) copyrights and copyright applications, including, without limitation, the copyrights and copyright applications listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 3 (iii), are sometimes hereinafter referred individually as a "Copyright" and, collectively, as the "Copyrights");

(iv) all license agreements with respect to any of the Patents, Trademarks, Copyrights or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Assignor and any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Assignor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of the Assignor's businesses connected with and symbolized by the Patents, Trademarks, Copyrights and Licenses. The Patents, Trademarks, Copyrights and Licenses are hereinafter referred to individually and collectively as the "Intellectual Property".

3. **Representations and Warranties**. The Assignor represents and warrants to the Assignee that:

(i) None of the Intellectual Property has been adjudged invalid or unenforceable or has been cancelled, in whole or in part, and all Intellectual Property is presently subsisting;

(ii) All of the Intellectual Property is valid and enforceable;

(iii) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any Encumbrances, including without limitation licenses, shop rights and covenants by the Assignor not to sue third persons;

(iv) The Assignor has adopted, used and is currently using all of the Trademarks;

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(v) The Assignor has no notice of any suits or actions commenced or threatened with reference to the Intellectual Property, except for those shown on Schedule 4.11 to the Credit Agreement; and

(vi) The Assignor has the right to execute and deliver this Assignment and perform its terms.

4. **Restrictions on Future Agreements**. The Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Assignor shall not sell or assign its interest in, or grant any license under, any of the Intellectual Property, or enter into any other agreement with respect to any of the Intellectual Property, which is inconsistent with the Assignor's obligations under this Assignment, without the prior written consent of the Assignee, and the Assignor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Assignee under this Assignment.

5. **New Intellectual Property**. The Assignor represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the Intellectual Property now owned by the Assignor. If, before the Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, the Assignor shall (i) become aware of any existing Intellectual Property which the Assignor has not previously informed the Assignee, (ii) obtain rights to any new patentable inventions or Intellectual Property or (iii) become entitled to the benefit of any Intellectual Property or any improvement on any Patent, the provisions of this Assignment above shall automatically apply thereto and the Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Assignment by amending Schedule 1 to include any such Intellectual Property.

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6. **Royalties; Terms**. The term of the assignment and security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective items of Intellectual Property assigned hereunder, and (ii) the Obligations have been paid in full and the Revolving Credit Commitment has been terminated. Upon the occurrence of an Event of Default, the Assignor agrees that the use by the Assignee of all Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Assignee to the Assignor.

7. **Transfer of Title to Assignee and Grant of License to the Assignor**. Upon the occurrence of an Event of Default, Assignee shall, upon providing appropriate notice to the U.S. Patent and Trademark Office, become owner of record of the United States Trademark Registrations and Applications shown in Schedule 1 attached hereto. In such event, Assignor agrees to execute such other documents as are necessary to effect or complete the transfer of title of such registrations and applications to Assignee. If such an

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Event of Default shall have occurred, the Assignee hereby grants to the Assignor the exclusive non-transferable right and license to use the Intellectual Property in the ordinary course of its businesses, to exercise the Assignee's rights under the Intellectual Property, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other. The Assignor shall use the Trademarks only on goods of at least as high quality as the goods on which the Assignor or its predecessors used the goods prior to the date hereof. The Assignor agrees not to sell or assign its interests in, or grant any sublicense under, the license granted to the Assignor in this Section 7, without the prior written consent of the Assignee. The grant of the exclusive non-transferable rights and license granted by the Assignee to the Assignor pursuant to the third sentence of this paragraph 7 may be terminated by the Assignee upon ten (10) days prior written notice to Assignor in conjunction with the Assignee's transfer, sale assignment or other disposition of the Intellectual Property in the exercise of its rights as a creditor of the Assignor.

8. **Assignee's Right to Inspect**. In the event of an assignment, the Assignee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and termination of the Revolving Credit Commitment, to inspect the Assignor's premises and to examine the Assignor's books, records and operations, including, without limitation, the Assignor's quality control processes. The Assignor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Assignee, upon the Assignee's request from time to time, with a certificate of an Authorized Officer certifying the Assignor's compliance with the foregoing. Upon the occurrence of and during the continuance of an Event of Default, the Assignor agrees that the Assignee, or a conservator appointed by the Assignee, shall have the right to establish such additional product quality controls as the Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Assignor under the Trademarks.

9. **Termination of Assignment**. Upon payment in full of the Obligations and termination of the Revolving Credit Commitment, the Assignee shall promptly execute and deliver to Assignor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by the Assignee pursuant hereto and pursuant to the Credit Agreement.

10. **Expenses**. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Assignor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Assignee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Encumbrances or otherwise in protecting,

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maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be part of the Obligations, shall be borne by and paid by Assignor on demand by the Assignee and until so paid shall bear interest at an applicable rate as provided in the Credit Agreement.

11. **Duties of Assignor**. The Assignor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Intellectual Property and (iv) to ensure that the Intellectual Property is and remains enforceable. Any expenses incurred in connection with Assignor's obligations under this Section 11 shall be borne by Assignor. Assignor shall not abandon any right to file a Patent, Trademark or Copyright or service mark application, or abandon any pending patent application, or any other item of Intellectual Property if such abandonment would have a Material Adverse Effect upon the Borrower without the consent of the Assignee.

12. **Assignee's Right to Sue**. After the occurrence of and during the continuance of an Event of Default, the Assignee shall have the right as appropriate, and to the extent commercially reasonable, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section 12, which amounts shall be part of the Obligations.

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13. **Power of Attorney; Effect on Financing Agreement**. Upon the occurrence of and during the continuance of an Event of Default, the Assignor hereby authorizes the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Intellectual Property, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as the Assignee deems to be in the best interest of the Assignee, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Revolving Credit Commitment has been terminated. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Assignee shall have, in addition to all other rights

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and remedies given it by the terms of this Assignment and the Credit Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

14. **Further Assurances**. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and the agreements set forth herein.

15. **Assignee's Ability to Deal With Security**. The Assignee may have or in the future may hold other security and/or guaranties to secure all or any part of the Obligations, but it is specifically understood and agreed by the Assignor that neither the execution and delivery of this Assignment nor the holding of any other security and/or guaranty shall at any time or in any respect, during the continuance of an Event of Default, operate to prevent or hinder the Assignee from resorting first to such other security and/or guaranty or first to the Intellectual Property or first from time to time to some or all of them. In addition, during the continuance of an Event of Default the Assignee may from time to time as it sees fit, in its sole and absolute discretion, resort to all or any part of the Intellectual Property, without resorting to all or any other security and/or guaranty securing such Obligations, or to all or any part of any other security and/or guaranty securing the Obligations without resorting to all or any part of the Intellectual Property, and such action on the Assignee's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Assignee relating to the Intellectual Property or such other security and/or guaranties.

16. **Amendments and Waivers**. The Assignee and the Assignor may from time to time enter into amendments, extensions, supplements and replacements to and of this Assignment, and the Assignee may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Assignee and the Assignor. All waivers shall be effective only for the specific instance and for the specific purpose for which it is given.

17. **Exercise of Remedies; Remedies Cumulative**. No delay on the part of the Assignee or failure of the Assignee to exercise any power, right or remedy under this Assignment and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Assignment are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Assignee would otherwise have.

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18. Taxes. The Assignor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Assignee to be payable in connection with this Assignment and any other documents, instruments and transactions pursuant to or in connection with any of the Loan Documents. The Assignor agrees to save the Assignee harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The obligations of the Assignor pursuant to this Section 18 shall be part of the Obligations and shall survive the termination of this Assignment and the repayment of the Obligations.

19. Notices. All notices required to be delivered pursuant to this Assignment shall be in writing and shall be sent to the parties hereto in accordance with Section 10.4 of the Credit Agreement.

20. Successors and Assigns. This Assignment shall be binding upon the Assignor and the Assignee and their respective successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns; provided, however, that the Assignor shall not assign its rights or duties hereunder or under any of the other Loan Documents without the prior written consent of the Assignee.

21. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

22. Survival. All representations, warranties, covenants and agreements of the Assignor contained herein or in the other Loan Documents or made in writing in connection herewith shall survive the issuance of the Note and shall continue in full force and effect so long as the Assignor may borrow under the Credit Agreement and so long thereafter until payment in full of the Note and the Obligations is made.

23. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

24. **FORUM. THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA OR IN THE DISTRICT COURT OF THE UNITED**

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STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE TO THE FULLEST EXTENT PERMITTED BY LAW THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES AS DESCRIBED IN SECTION 19, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE ASSIGNOR HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS WITH RESPECT TO SUCH COURT, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE ASSIGNOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE ASSIGNOR BY THE ASSIGNEE CONCERNING THIS ASSIGNMENT OR PAYMENT TO THE ASSIGNEE. THE ASSIGNOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 24 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE LOAN DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

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25. **Integration**. This Assignment is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

26. **Headings**. Section headings used in this Assignment are intended for convenience only and shall not affect the meaning or construction of this Assignment.

27. **Counterparts**. This Assignment and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Assignment or any amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

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28. WAIVER OF JURY TRIAL. IN ORDER TO EXPEDITE THE RESOLUTION OF ANY DISPUTES WHICH MAY ARISE UNDER THIS ASSIGNMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS ASSIGNMENT, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BOTH BE PARTIES, WHETHER ARISING OUT OF, UNDER, OR BY REASON OF THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT. BOTH PARTIES ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the Assignor, with the intent to be legally bound hereby, has caused this Assignment of Patents, Trademarks and Copyrights in favor of the Assignee to be duly executed by its duly authorized officers as of the date first written above.

ATTEST:

By _____
Name: Richard L. Mulholland
Title: President

CHEMETALS INCORPORATED

By _____
Name: Michael A. deBettencourt
Title: Vice President Finance

BF 21826.6

TRADEMARK

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REEL: 005637 FRAME: 0546

CHEMETALS INCORPORATED
SCHEDULE 1

SCHEDULE OF U.S. PATENTS OUTSTANDING

TITLE	ISSUE DATE	U.S. PATENT #
IN CELL MN ORE REDUCTION	09/23/80	4,224,119
MN NITRATE DECOMP	02/10/81	4,250,149
PROCESS PREPARING MN NITRATE SOLUTION	06/30/81	4,276,268

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TRADEMARKS

Trademark	Description	Renewal Date	Registration No.
Mn and Design	Lightning Bolt symbol - Metallic Mn - namely, Mn produced by electorwinning thereof from Mn ores	2002	399,190
NITRELMANG®	Nitrided manganese metal	1995	603,507
SOLUMANG®	Metallurgical Mn bearing materials to be used in treating molten aluminum or molten ferrous charges	2001	920,523
RAPID MANGANESE®	Manganese metal	1995	1,005,729
MASSIVE MANGANESE®	Low carbon, low silicon, Mn alloying agents in lump and compacted form	1995	1,006,216
CHEMETALS®	Manganese oxides, salts and ores	1995	1,020,848
MASSIVE MANGANESE and Design	MM symbol - low carbon, low silicon Mn alloying agents	1995	1,022,483
THE MANGANESE SOURCE®	Production and Particle Sizing of Manganese (Renewal due Declaration of use and incontestability filed 11/4/94)	1994	1,550,533

Trademark	Description	Renewal Date	Application No.
NITREL MET® (Pending)	Nitrided Mn metal and iron metal in compacted form	Pending	74/496,851
CHEMETALS and Design	Pending and Approved	Pending	74/398,986
CQC and Design	Pending and Approved	Pending	74/455,168
Massive	Manganese alloying agents in lump and compacted aggregate form	Just Filed	Filing Receipt Not Yet Received
EMD and Design	Manganese Dioxide	Filed 10/20/94	Filing Receipt Not Yet Received

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PATENT & TRADEMARK OFFICE

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ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 9th day of January, 1995, before me, a Notary Public, personally appeared Michael A. deBettencourt, who acknowledged himself to be the Vice President Finance of Chemetals Incorporated, a Maryland corporation, and that he as such Vice President Finance, being authorized to do so, executed the foregoing Assignment of Patents, Trademarks and Copyrights for the purposes therein contained, by signing the name of the corporation by himself as such Vice President Finance.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Alice M. Needham
Notary Public

My Commission Expires:

Notarial Seal
Alice M. Needham, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 18 1997
Member, Pennsylvania Association of Notaries

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THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Henry S. Pool, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

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