

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Heller Financial, Inc., as Agent	04/04/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RAI Enterprises, Inc.
<b>Street Address:</b>	103 Foulk Road
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19803
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5769922
Patent Number:	4331475
Patent Number:	5316723
Patent Number:	5364587
Patent Number:	5422069
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202-783-2700
<b>Email:</b>	carey.lening@federalresearch.com
<b>Correspondent Name:</b>	CBC Companies dba Federal Research
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401
<b>Address Line 2:</b>	attn: Carey Lening
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005
<b>ATTORNEY DOCKET NUMBER:</b>	356333

CH \$200.00 5769922

**500094920**

**PATENT**  
**REEL: 017480 FRAME: 0222**

NAME OF SUBMITTER:

Carey Lening

Total Attachments: 21

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RELEASE AND REASSIGNMENT OF  
PATENTS AND TRADEMARKS AS SECURITY

THIS RELEASE AND REASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Release") is made as of April 4, 2006 ("Effective Date") by and between RAI ENTERPRISES, INC., a Delaware corporation (the "Company") and Heller Financial, Inc., as Agent (as defined below) (the "Grantee").

WHEREAS, the Company owns the Patents as defined in the loan documentation set forth in Schedule A, including but not limited to, such patents described in the attached Schedule A (the "Patents") and Trademarks as defined in the loan documentation set forth in Schedule B, including but not limited to, such trademarks described in the attached Schedule B (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedules;

WHEREAS; pursuant to that certain Assignment dated as of December 21, 1998 (the "Patents Assignment") the Company granted a security interest in the Patents to secure the payment and performance by the Company of certain of its obligations;

WHEREAS, the Patents Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on February 4, 1999, located on Reel 009737, Frame 0255;

WHEREAS, pursuant to that certain Assignment dated as of December 21, 1998 (the "Trademarks Assignment") the Company granted a security interest in the Trademarks to secure the payment and performance by the Company of certain of its obligations;

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on February 4, 1999, located on Reel 1849, Frame 0572;

WHEREAS, the Company has paid and performed all of its outstanding obligations to Grantee other than existing contingent obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee, on behalf of itself and the other Lenders (as defined below) as Agent, does hereby terminate and release its and their security interests in, and reassign and reconvey to the Company, the Patents and Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (c) the right to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (d) any of the Company's rights under any license agreement where the Company is licensee or licensor, including but not limited to those listed on Schedules A and B,

(e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks and (f) to the extent permitted by law, all of the Company's rights corresponding thereto throughout the world.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred or otherwise encumbered any security interest it has against the Patents and Trademarks, other than assignments to other "Lenders" party to the Third Amended and Restated Credit Agreement, dated as of August 2, 2004, by and among KB Alloys, Inc. (the "Borrower"), certain financial institutions party thereto (the "Lenders"), and the Grantee, as Agent (the "Agent").

At the expense of the Company, Grantee shall take all further actions and provide to the Company, Company's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments prepared from time to time by the Company (or by the Grantee in its sole discretion) and reasonably acceptable to the Grantee as to form and substance), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Release.

[signature page follows]

Dated: April 4, 2006.

RAI ENTERPRISES, INC.

By: Timothy R. Weaver  
Name: Timothy R. Weaver  
Title: Treasurer

HELLER FINANCIAL, INC., as Agent

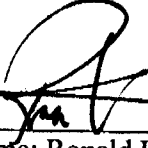
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: April 4, 2006.

RAI ENTERPRISES, INC.

By: \_\_\_\_\_  
Name:  
Title:

HELLER FINANCIAL, INC., as Agent

By:  \_\_\_\_\_  
Name: Ronald Hoplamazian  
Title: Duly Authorized Signatory

Schedule A  
to  
Release

See Attached.

### Patent Assignment Details

***NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.***

Reel/Frame: 009737 / 0255

View Recorded Assignment ☐

Pages: 6

Recorded: 02/04/1999

Conveyance: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 5

1	Patent #: 4331425	Issue Dt: 05/25/1982	Application #: 06172545	Filing Dt: 07/28/1980
	Title: PROCESS FOR ALUMINOTHERMIC PRODUCTION OF CHROMIUM AND CHROMIUM ALLOYS LOW IN NITROGEN			
2	Patent #: 5316723	Issue Dt: 05/31/1994	Application #: 07918242	Filing Dt: 07/23/1992
	Title: MASTER ALLOYS FOR BETA 21S TITANIUM-BASED ALLOYS			
3	Patent #: 5364587	Issue Dt: 11/15/1994	Application #: 07919171	Filing Dt: 07/23/1992
	Title: NICKEL ALLOY FOR HYDROGEN BATTERY ELECTRODES			
4	Patent #: 5422069	Issue Dt: 06/06/1995	Application #: 08175142	Filing Dt: 12/29/1993
	Title: MASTER ALLOYS FOR BETA 21S TITANIUM-BASED ALLOYS AND METHOD OF MAKING SAME			
5	Patent #: 5269922	Issue Dt: 06/23/1998	Application #: 08631405	Filing Dt: 04/12/1996
	Title: METHOD FOR PRODUCING VANADIUM-ALUMINUM-RUTHENIUM MASTER ALLOYS AND MASTER ALLOY COMPOSITIONS			

**Assignor**

1 BAI ENTERPRISES, INC.

Exec Dt: 12/21/1998

**Assignee**

1 HELLER FINANCIAL, INC., AS AGENT  
500 WEST MONROE STREET  
CHICAGO, ILLINOIS 60661

**Correspondence name and address**

FEDERAL RESEARCH CORP.  
NANCY A. BUTLER  
400 SEVENTH STREET N.W., SUITE 101  
WASHINGTON, DC 20004

Search Results as of: 3/3/2006 8:29:57 P.M.

If you have any comments or questions concerning the data displayed, contact CPR / Assignments at 671-272-3380  
Web Interface last modified: September 24, 2006



## **PATENT SECURITY AGREEMENT**

**WHEREAS, RAI ENTERPRISES, INC., a Delaware corporation ("Grantor") owns the Patents and Patent Applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and**

**WHEREAS, KB Alloys, Inc., a Delaware corporation ("Borrower") has entered into a Second Amended and Restated Credit Agreement dated as of September 28, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), as the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and**

**WHEREAS, Grantor is an indirect subsidiary of Borrower, and has guaranteed the payment and performance of Borrower's Obligations (as defined in the Credit Agreement) pursuant to that certain Guaranty dated December 21, 1998 (the "Guaranty"); and**

**WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications and Patent Licenses (as defined in the Security Agreement which includes that certain Trademarks, Technology and Know-How License Agreement dated December 21, 1998 between Grantor and Reading Alloys, Inc., a Pennsylvania corporation), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and other Loan Documents to which it is a party;**

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:**

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;**
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and**

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent Applications referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21<sup>st</sup> day of December, 1998.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

RAI ENTERPRISES, INC.

By: Robert M. Horak  
Title: Asst. Vice President

By: Richard J. Hall  
Title: President & CEO

ACKNOWLEDGEMENT

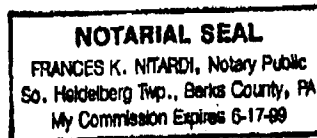
STATE OF Pennsylvania  
 ) ss.  
COUNTY OF Berks )

On the 17th day of December, 1998 before me personally appeared Richard J. Mallin, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of Reading Alloys, Inc., who being by me duly sworn, did depose and say that he is CEO of Reading Alloys, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Frances K. Nitardi*  
Notary Public

{Seal}

My commission expires:

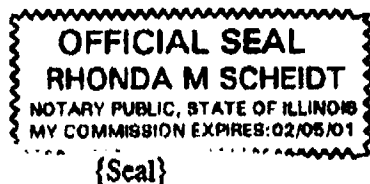


June 17, 1999

ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On the 21<sup>st</sup> day of December, 1998 before me personally appeared Robert Horak, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as AVP of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is AVP of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Rhonda M. Scheidt  
Notary Public

My commission expires:

2/5/2001

Schedule 1  
to Patent  
Security Agreement

PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>
5,769,922	06/23/98
4,331,475	05/25/82
5,316,723	05/31/94
5,364,587	11/15/94
5,422,069	06/06/95

PATENT APPLICATIONS

None

PATENT LICENSES

None

880732.02

RECORDED: 02/04/1999

PATENT  
REEL: 9737 FRAME: 0260

PATENT  
REEL: 017480 FRAME: 0234

Schedule B  
to  
Release

See attached.

## Trademark Assignment Details

Reel/Frame: 1849 / 0572

View Recorded Assignment ☐

Pages: 6

Received: 02/08/1999

Recorded: 02/04/1999

Conveyance: SECURITY AGREEMENT

### Total properties: 3

1	Serial #: <u>72174232</u> Mark: READING ALLOYS INC.	Filing Dt: 08/01/1963	Reg #: <u>0779210</u>	Reg. Dt: 10/27/1964
2	Serial #: <u>72358087</u> Mark: READING ALLOYS	Filing Dt: 04/27/1970	Reg #: <u>0908424</u>	Reg. Dt: 02/23/1971
3	Serial #: <u>73489992</u> Mark: READING ALLOYS INC.	Filing Dt: 07/16/1984	Reg #: <u>1367302</u>	Reg. Dt: 10/29/1985

### Assignor

1 RAI ENTERPRISES, INC.

Exec Dt: 12/21/1998

Entity Type: CORPORATION

Citizenship: DELAWARE

### Assignee

1 HELLER FINANCIAL, INC., AS AGENT  
500 WEST MONROE STREET  
CHICAGO, ILLINOIS 60661

Entity Type: ASSOCIATION

Citizenship: UNITED STATES

### Correspondence name and address

FEDERAL RESEARCH CORP.  
NANCY A. BUTLER  
400 SEVENTH STREET NW, SUITE 101  
WASHINGTON, DC 20004

Search Results as of: 9/3/2006 5:22:48 P.M.

If you have any comments or questions concerning the data displayed, contact CPR / Assignments at 671-873-0360  
Web interface last modified: September 28, 2006

## **TRADEMARK SECURITY AGREEMENT**

**WHEREAS, RAI ENTERPRISES, INC., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and**

**WHEREAS, KB Alloys, Inc., a Delaware corporation ("Borrower") has entered into a Second Amended and Restated Credit Agreement dated as of September 28, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and**

**WHEREAS, Grantor is an indirect subsidiary of Borrower and has guaranteed the payment and performance of Borrower's Obligations (as defined in Credit Agreement) pursuant to that certain Guaranty dated December 21, 1998 (the "Guaranty"); and**

**WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement which includes that certain Trademarks, Technology and Know-How License Agreement dated December 21, 1998 between Grantor and Reading Alloys, Inc., a Pennsylvania corporation), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and other Loan Documents to which it is a party;**

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:**

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;**



(2) each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21<sup>st</sup> day of December, 1998.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

RAI ENTERPRISES, INC.

By: Robert M. Horah  
Title: Asst. Vice President

By: Richard J. Mullen  
Title: CEO

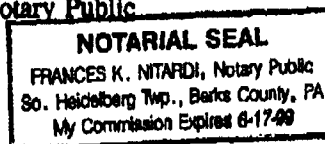
ACKNOWLEDGEMENT

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Berks )

On the 17th day of December, 1998 before me personally appeared Richard J. Malliris, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of Reading Alloys, Inc., who being by me duly sworn, did depose and say that he is CEO of Reading Alloys, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

*Frances K. Nitardi*  
Notary Public



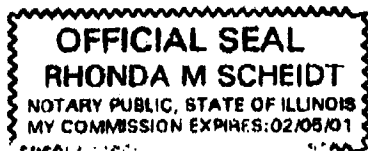
My commission expires:

June 17, 1999

ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On the 21<sup>st</sup> day of December, 1998 before me personally appeared Robert Horak, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as AVP of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is AVP of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



{Seal}

Rhonda M. Scheidt  
Notary Public

My commission expires:

2 / 5 / 2001

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Reading Alloys Inc. and Design	779,210	10/27/64
Reading Alloys Inc. and Design	1,367,307	10/29/85
Reading Alloys Inc. and Design	908,424	02/23/71

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

880734.03

RECORDED: 02/04/1999 ..

TRADEMARK  
REEL: 1849 FRAME: 0577

RECORDED: 04/17/2006

PATENT  
REEL: 017480 FRAME: 0241