

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James C. Withers</td> <td>01/10/2008</td> </tr> <tr> <td>Raouf Loutfy</td> <td>01/10/2008</td> </tr> </tbody> </table>		Name	Execution Date	James C. Withers	01/10/2008	Raouf Loutfy	01/10/2008
Name	Execution Date						
James C. Withers	01/10/2008						
Raouf Loutfy	01/10/2008						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	Materials & Electrochemical Research Corp.						
<b>Street Address:</b>	7960 S. Kolb Road						
<b>City:</b>	Tucson						
<b>State/Country:</b>	ARIZONA						
<b>Postal Code:</b>	85706						
<b>PROPERTY NUMBERS Total: 1</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12013307</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12013307		
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Application Number:	12013307						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(520)882-7643						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Phone:</b>	520.882.7623						
<b>Email:</b>	chess@hayes-soloway.com						
<b>Correspondent Name:</b>	Norman P. Soloway						
<b>Address Line 1:</b>	3450 E Sunrise, Suite 140						
<b>Address Line 4:</b>	Tucson, ARIZONA 85718						
<b>ATTORNEY DOCKET NUMBER:</b>	MER 07.01						
<b>NAME OF SUBMITTER:</b>	Norman P. Soloway						
<b>Total Attachments: 3</b> source=Exect.Assign 1.21.08#page1.tif source=Exect.Assign 1.21.08#page2.tif source=Exect.Assign 1.21.08#page3.tif							

OP \$40.00 12013307

ASSIGNMENT

We, James C. WITHERS of 6594 E. Celsius Place, Tucson, Arizona 85750 and Raouf LOUTFY of 6507 N. Ventana Canyon, Tucson, Arizona 85715; all of the United States of America, having invented certain inventions and improvements in CONTINUOUS PRODUCTION OF TITANIUM BY THE METALLOTHERMIC REDUCTION OF TiCl<sub>4</sub> and having executed an application for Letters Patent of the United States of America describing the same and based thereon respectively on the 10<sup>th</sup> day of January, 2008; and 10<sup>th</sup> day of January, 2008, for good and valuable consideration, the receipt of which is hereby acknowledged from **Materials & Electrochemical Research Corp.**, an **Arizona** corporation having its principal place of business at 7960 South Kolb Road, Tucson, Arizona 85706, U.S.A., (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in all countries claiming if it or they so desire the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original,

divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

01/10/08  
Date

James C. Withers  
James C. WITHERS

01/10/08  
Date

Raouf O. Loutfy  
Raouf LOUTFY

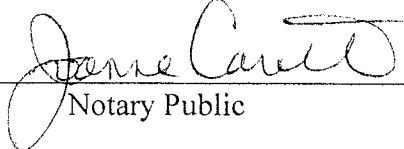
Assignment for CONTINUOUS PRODUCTION OF TITANIUM BY THE METALLOTHERMIC REDUCTION OF TiCl<sub>4</sub>

UNITED STATES OF AMERICA )  
STATE OF ) ss:  
COUNTY OF Pima )

On this 10<sup>th</sup> day of January, 2008, James C. WITHERS

personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.

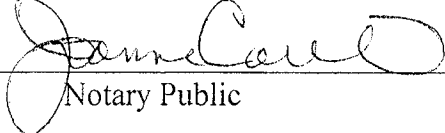
(SEAL)  Joanne Carrillo  
Notary Public  
Pima County, Arizona  
My Comm. Expires 02-15-08

  
\_\_\_\_\_  
Notary Public

UNITED STATES OF AMERICA )  
STATE OF ) ss:  
COUNTY OF Pima )

On this 10<sup>th</sup> day of January, 2008, Raouf LOUTFY  
personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL)  Joanne Carrillo  
Notary Public  
Pima County, Arizona  
My Comm. Expires 02-15-08

  
\_\_\_\_\_  
Notary Public