

01-27-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102348722

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

1. Name of conveying party(ies):  
Congress Financial Corporation (Western)  
*1-21-03*

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: National Refractories & Minerals Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 1378 Stealth Street  
City: Livermore State: CA Zip: 94551

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

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

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FINANCE SECTION

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Court Order Releasing Security Interest

Execution Date: 12/16/02

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1,069,395  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: William H. Murray, Esquire  
Internal Address: Duane Morris LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: One Liberty Place, 36th Floor  
\_\_\_\_\_  
City: Philadelphia State: PA Zip: 19103-7396

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:  
04-1679

DO NOT USE THIS SPACE

9. Signature.  
Allison Z. Gifford, Esquire                      [Signature]                      January 14, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

01/24/2003 TDIAZ1 00000193 041679 1069395  
01 FC:0521 40.00 CH

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

TRADEMARK  
REEL: 002658 FRAME: 0427

1 GOLDBERG, STINNETT, MEYERS & DAVIS  
A Professional Corporation  
2 TERRANCE L. STINNETT, ESQ. #046010  
MIRIAM KHATIBLOU, ESQ. #178584  
3 44 Montgomery Street, Suite 2900  
San Francisco, California 94104  
4 Telephone: (415) 362-5045

5 Attorneys for National Refractories & Minerals Corporation, Chicago Fire Brick  
Company, Wellsville Fire Brick Company, National Affiliated Technologies, Inc.  
6 and National Refractories & Minerals, Inc., Debtors in Possession

7  
8 IN THE UNITED STATES BANKRUPTCY COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 OAKLAND DIVISION

11 In re

12 NATIONAL REFRATORIES &  
13 MINERALS CORPORATION, a California  
Corporation, et al.,

14 Debtors.

Case No. 01-45482 T 11

Chapter 11

Jointly Administered

I hereby certify that the foregoing/annexed  
instrument is a true and correct copy of the  
original on file in the Northern District of Calif.

Gloria L. Frawley, Clerk

U.S. Bankruptcy Court

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D/16/02  
BY: [Signature]  
CLERK

15  
16 **ORDER AUTHORIZING AND APPROVING AGREEMENT BETWEEN**  
17 **NATIONAL REFRATORIES & MINERALS CORPORATION AND**  
18 **RESCO PRODUCTS, INC. FOR SALE OF ASSETS FREE AND CLEAR OF SECURITY**  
19 **INTERESTS, LIENS, ENCUMBRANCES, CLAIMS OR OTHER INTERESTS**

20 The Motion Of National Refractories & Minerals Corporation For An Order Authorizing And  
21 Approving Sale Of Various Assets, Free And Clear Of Liens, To Resco Products, Inc. (the  
22 "Motion"), wherein National Refractories & Minerals Corporation ("National") seeks and order (i)  
23 authorizing and approving the Asset Purchase Agreement (the "Agreement") between National, as  
24 Seller, and Resco Products, Inc. ("Resco"), as Buyer, a copy of which is attached hereto as Exhibit  
25 "A", and (ii) approving the sale of the Assets (as defined in the Agreement) free and clear of the  
26 security interests, liens, encumbrances, claims or other interests of the lienholders, or potential  
27 lienholders, identified in the Motion, having come on for hearing on December 16, 2002;  
28 GOLDBERG, STINNETT, MEYERS & DAVIS, A Professional Corporation, by TERRANCE L.

1 STINNETT, ESQ., appearing on behalf of National in support of the Motion; and the other  
2 appearances as noted in the record; and due and proper notice of the hearing upon the Motion having  
3 been given to the parties in interest identified in the Motion in accordance with the requirements of  
4 the Amended Order Authorizing Limited Notice previously filed herein on December 18, 2001; and  
5 no objection to the approval of the Agreement or the additional relief requested in the Motion having  
6 been filed; and

7 Congress Financial Corporation (Western) having consented to the approval of the Agreement  
8 and the sale of the Assets free and clear of any security interest, lien, encumbrance, claim or other  
9 interest of Congress Financial Corporation (Western); and

10 Kaiser Aluminum & Chemical Corporation having <sup>stated its non-opposition</sup> ~~consented~~ to the approval of the  
11 Agreement and the sale of the Assets free and clear of any security interest, lien, encumbrance, claim  
12 or other interest of Kaiser Aluminum & Chemical Corporation; and

13 It appearing, and the Court finds, that any security interest, lien, encumbrance, claim or other  
14 interest, if any, asserted by any of the other lienholders, or potential lienholders, identified in the  
15 Motion either (i) is subject to a bona fide dispute as to the nature, extent and/or validity of such  
16 security interest, lien, encumbrance or other interest, or (ii) secures a claim against the Assets that is  
17 not an allowed secured claim herein; and/or any objection filed by such other lienholder or potential  
18 lienholder has been withdrawn, resolved as provided herein or overruled; and

19 It further appearing, and the Court finds, that the Agreement was negotiated, proposed and  
20 agreed to by National and Resco without collusion, in good faith and at arms-length, and Resco has  
21 undertaken the transactions contemplated by the Agreement in good faith, as that term is used in  
22 section 363(m) of the Bankruptcy Code, and as such, is entitled to all of the protections afforded  
23 thereby; and

24 It further appearing, and the Court finds, that (a) the consideration to be paid by Resco for the  
25 purchase of the Assets (i) is fair and constitutes reasonably equivalent value for the Assets under the  
26 Bankruptcy Code and applicable state law fraudulent conveyance or fraudulent transfer laws, (ii) is in  
27 the best interests of National's estate, (iii) is the highest and best price that can be obtained for the  
28 Assets, (iv) will provide a greater recovery for the creditors herein and other interested parties than

1 would be provided by any other practically available alternative; and (b) the Agreement, and the  
2 transactions described therein, (i) were not entered into for the purpose of hindering, delaying or  
3 defrauding creditors, and (ii) will be a legal, valid and effective transfer of the Assets as of the  
4 closing of the transaction, and (iii) upon the closing, and the payment of the Purchase Price, will vest  
5 in Resco all of the Sellers' right, title and interest in the Assets free and clear of the security interests,  
6 liens, encumbrances, claims or other interests described in the Motion; and

7 It further appearing, and the Court finds, that a sale of the Assets outside of the ordinary  
8 course of National's business, and outside the context of a confirmed plan, is appropriate under the  
9 circumstances herein and that National has demonstrated a sound business purpose for the transaction  
10 contemplated by the Agreement; and

11 The Court having filed herein additional findings of fact and conclusions of law which are  
12 deemed to be incorporated herein; and

13 GOOD CAUSE APPEARING

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

15 1. <sup>SALE PURSUANT TO THE</sup> The Agreement between National, as Seller, and Resco, as Buyer, attached hereto as  
16 "Exhibit "A" is hereby authorized ~~and approved~~.

17 2. All findings of fact set forth above and in the additional findings of fact filed herein  
18 are hereby adopted as conclusion of law.

19 3. Pursuant to Sections 363(b) and 363(f)(2) and (f)(4) of the Bankruptcy Code, National  
20 is hereby authorized to sell the Assets (as defined in the Agreement) to Resco free and clear of any  
21 security interests, liens, encumbrances, claims or other interests of Congress Financial Corporation  
22 (Western), Kaiser Aluminum & Chemical Corporation, National Bank of Canada, Citicorp North  
23 America, Inc., First National Bank of Mexico, the Pension Benefit Guaranty Corporation, Norstan  
24 Financial Services, Inc., F&S International, Inc., Metallia U.S.A., LLC, Vacaville Cryogenics,  
25 Charter Financial, Inc., Wells Fargo Financial Leasing, Inc., Toyota Motor Credit Corporation, First  
26 National Bank of Audrain County, Aluchem, Inc., ABB Trading US, General Electric Capital  
27 Corporation, Penoles Metals & Chemicals, Inc., International Computer Services, Inc., Clark  
28 Equipment Corp., Caterpillar Financial Services Corporation, Textron Financial Corporation, Pitney

1 Bowes Credit Corporation, Norwest Equipment Finance, Inc. and those Federal, State and Local  
2 taxing authorities set forth in Exhibit "B" attached hereto and incorporated herein by reference  
3 (hereinafter collectively referred to as the "Lien Creditors or Potential Lien Creditors").

4 4. National is hereby authorized to execute <sup>and enter into the Agreement and</sup> any and all documents reasonably necessary  
5 and proper to conclude and effect the Agreement.

6 5. National is hereby authorized to pay out of the proceeds of sale any amounts (a)  
7 required to cure any existing defaults with regard to any of the Assumed Contract, Licenses, Permits,  
8 etc., to be assumed by National and assigned to Resco, (b) owed as of the closing of the sale of the  
9 Assets to any landlord, warehousemen or other person or entity on whose premises any of the Assets  
10 may be located, and (c) any lien upon the Assets asserted by any Federal, State or Local taxing  
11 authorities, whether or not such Federal, State or Local taxing authorities are set forth in Exhibit "B"  
12 hereto.

13 6. National is hereby authorized to pay to Congress Financial Corporation (Western) the  
14 final net proceeds from the sale of the Assets.

15 7. This Court retains jurisdiction to enforce <sup>the</sup> terms and provisions of the Agreement,  
16 all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in  
17 connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel  
18 delivery of the Assets to Resco, (b) compel delivery of the Purchase Price or performance of other  
19 obligations owed to National, (c) resolve any disputes arising under or related to the Agreement, and  
20 (d) interpret, implement, and enforce the provisions of the Agreement and this Order.


21 8. The Agreement and any related agreements, documents or other instruments may be  
22 modified, amended or supplemented by National and Resco in accordance with the terms thereof,  
23 without further order of the Court, provided, however, that any such modification, amendment or  
24 supplement does not have a material adverse effect on National's estate.

25 9. The terms and provisions of the Agreement and this Order shall be binding in all  
26 respects upon, and shall inure to the benefit of, National, its estate, and its creditors, Resco and their  
27 respective affiliates, assigns and transferees and any affected third parties, notwithstanding any  
28 subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which

1 such terms and provisions likewise shall be binding.

2 10. Notwithstanding Rules 6004(g) of the Federal Rules of Bankruptcy Procedure, the  
3 effectiveness of this Order shall not be stayed for ten (10) days after entry on the docket of such  
4 Order, which Order shall be effective and enforceable immediately upon such entry.

5 Dated: December 16, 2002

6   
7 THE HONORABLE LESLIE TCHAIKOVSKY  
8 United States Bankruptcy Judge  
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