

FORM PTO-1524 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4-94)
Copyright 1994-97 LegalStar
TM05/REV03

07-23-2003



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Docket No.:

1-16-03

Tab settings

To the Honorable Commissioner of Patents

102499768

attached original documents or copy thereof

1-16-03

1. Name of conveying party(ies):

Teledyne Industries, Inc.

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

Additional names(s) of conveying party(ies) Yes No

2. Nature of conveyance:

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

Execution Date: January 1, 1999

2. Name and address of receiving party(ies):

Name: ATI Properties, Inc.

Internal Address:

Street Address: 1600 N.E. Old Salem Road

City: Albany State: OR ZIP: 97

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,223,921

Additional numbers

Yes No

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

Name: Patrick J. Viccaro

Internal Address: Allegheny Technologies Incorporated

Street Address: 1000 Six PPG Place

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-0840

DO NOT USE THIS SPACE

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.

Patrick J. Viccaro

Name of Person Signing

Signature

1/16/03

Date

Total number of pages including cover sheet, attachments, and

6

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the 1st day of January, 1999, by and between **Teledyne Industries, Inc.**, a California corporation having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignor"), and **ATI Properties, Inc.**, a Delaware corporation, having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignee").

RECITALS

The Assignor has adopted and used in its businesses, worldwide, certain trade names and trademarks and is the owner of all rights and interests in and to these trade names and trademarks in the world, together with all trademark applications and registrations therefor identified in Exhibit A attached hereto as well as all worldwide rights in the patents and patent applications, including reissues, continuations, continuations-in-part, divisionals and foreign counterparts thereof, identified on Exhibit B and certain non-patented technical know-how and goodwill associated with the assets identified in Exhibits A and B (collectively, the "Intellectual Property"), including any amended or supplemented exhibits hereto as the parties may agree to in writing from time to time.

The Assignee is desirous of acquiring the Intellectual Property and goodwill associated with such Intellectual Property and the Assignor is willing to convey the Intellectual Property to the Assignee, upon and subject to the terms and conditions hereof.

Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license the Intellectual Property to the Assignor, and the Assignor is agreeing to license such Intellectual Property from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Trademark and Related Rights. The Assignor hereby conveys, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property, worldwide, including without limitation the goodwill of the businesses in connection with which the Intellectual Property have been used and any and all past, present and future causes of action related to the Intellectual Property, the Intellectual Property to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns.

2. Consideration. As consideration for the conveyance of the Intellectual Property made hereby, the Assignee shall issue shares of its common stock, par value \$.01 per share, to Assignor in accordance with the resolutions adopted at the meeting of its Board of Directors held on June 30, 1998.

3. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Trademark Rights to the Assignee.

4. Right of First Refusal. In the event that the Assignee wishes to sell or otherwise transfer the Trademark Rights or in the event of a Change in Control of the Assignee, the Assignor shall have the right to reacquire the Trademark Rights, for a period of one year from the date the Assignor receives written notice of the Assignee's intent to transfer the Trademark Rights or the occurrence of the Change in Control, by tendering to the Assignee the shares of common stock issued as provided in Section 2 whereupon the Assignee shall reassign the Trademark Rights to Assignor. The term Change of Control shall include:

(a) approval by the Assignee's stockholders of a reorganization, merger or consolidation, unless following such event, all or substantially all of the persons who were beneficial owners of the outstanding stock and voting securities (or equivalent) immediately prior to such event, following such event beneficially own, directly or indirectly, more than 80% of the combined voting power of the then outstanding voting securities of the resulting entity; or

(b) approval by the Assignee's stockholders of complete liquidation or dissolution of the Assignee or a sale or other disposition of all or substantially all of the assets of the Assignee.

5. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns and such successors and assigns shall be bound by and subject to the terms and conditions of this Agreement including without limitation the right of first refusal provided in Section 4.

7. Entire Agreement; Amendments; Severability. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to the Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Assignor:
TELEDYNE INDUSTRIES, INC.

By: _____

By: 

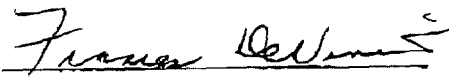
Name: James L. Murdy

Title: _____

Executive Vice President - Finance and
Title: Administration and Chief Financial Officer

ATTEST:

Assignee:
ATI PROPERTIES, INC.

By: 

By: 

Name: Mark A. Aspinwall

Title: Assistant Secretary

Title: Regional General Counsel

STATE OF CALIFORNIA)
)
 COUNTY OF LOS ANGELES) ss:

On this, the 6th day of May, 1999, before me, a Notary Public personally appeared (name and title) MARK A. ASPINWALL, Regional General Counsel, known to me (or satisfactory proven) to be person whose name is subscribed to the foregoing Assignment Agreement, and acknowledged that he is duly authorized and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth Moura
 Notary Public



[Notarial Seal]

My commissions expires : 7/31/2000

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ZIRCADYNE	1,223,921	January 18, 1983