

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luxfer Group Limited		03/23/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM
Magnesium Elektron Limited		02/23/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	200 Glastonbury Boulevard
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	a national banking association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2721074	ZIRMAX
Registration Number:	0705834	ELEKTRON
Registration Number:	1796683	ZIRMEL
Registration Number:	3289311	MELCHEMICALS

CORRESPONDENCE DATA

Fax Number: (860)275-8299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860-275-8285
 Email: jscheib@rc.com
 Correspondent Name: Jacqueline P. Scheib
 Address Line 1: 280 Trumbull Street
 Address Line 2: Robinson & Cole LLP
 Address Line 4: Hartford, CONNECTICUT 06103

OP \$115.00 2721074

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	04/01/2009
Total Attachments: 4 source=LuxferTA#page1.tif source=LuxferTA#page2.tif source=LuxferTA#page3.tif source=LuxferTA#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2009, by **LUXFER GROUP LIMITED**, a limited liability company incorporated in England and Wales ("Luxfer") and **MAGNESIUM ELEKTRON LIMITED**, a limited liability company incorporated in England and Wales ("MEL", and together with the Luxfer, the "Pledgors"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as security trustee pursuant to the Facility Agreement (in such capacity, the "Security Trustee").

WITNESSETH:

WHEREAS, Pledgors are party to a Debenture dated 27 April 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Debenture") in favor of the Security Trustee pursuant to which each of the Pledgors, among others, have granted to the Security Trustee a security interest in all of its intellectual property rights, including, but not limited to, all trademarks and trademark applications, wherever registered.

NOW, THEREFORE, in consideration of the premises and to induce the Security Trustee, for the benefit of the Finance Parties, to enter into Facility Agreement, the Pledgors hereby agree with the Security Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Debenture and used herein have the meaning given to them in the Debenture.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Finance Parties a lien on and security interest in and to all of its right, title and interest in, to and under all:

- (a) trademarks for which registrations or applications for registration are listed on Schedule I attached hereto (collectively, the "Trademarks"); and
- (b) proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Debenture and Pledgors hereby acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Security Trustee shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Obligations (as defined in the Facility Agreement), termination of the Commitments (as defined in the Facility Agreement), cancellation or expiration of all Letters of Credit (as defined in the Facility Agreement) and termination or expiration of all Hedging Agreements (as defined in the Facility Agreement), the

Security Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing its security interest in the Patents under the Debenture and this Trademark Security Agreement.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

LUXFER GROUP LIMITED

By: Linda Sebbin

Name: LINDA SEBBIN

Title: COMPANY SECRETARY

MAGNESIUM ELEKTRON LIMITED

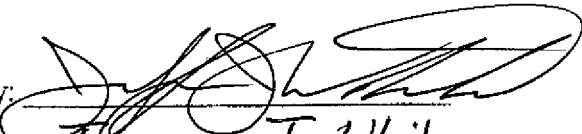
By: Linda Sebbin

Name: LINDA SEBBIN

Title: COMPANY SECRETARY



Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Security Trustee



By: 
Name: JEFFREY I. White
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME	COUNTRY
Luxfer Group Limited	2,721,074	ZIRMAX	United States
Luxfer Group Limited	705,834	ELEKTRON	United States
Luxfer Group Limited	1,796,683	ZIRMEL	United States
Magnesium Elektron Limited	3,240,108	MELSORB and Design 	United States
Magnesium Elektron Limited	3,199,099	BACOTE	United States
Magnesium Elektron Limited	3,289,311	MELCHEMICALS and Design 	United States

Trademark Applications:

OWNER	APPLICATION NUMBER	NAME	COUNTRY
Magnesium Elektron Limited	79/060,874	MAGNESIUM ELEKTRON and Design 	United States
Magnesium Elektron Limited	79/060,873		United States