

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BA Holdings, Inc.		02/23/2009	CORPORATION: DELAWARE
Luxfer Inc.		03/23/2009	CORPORATION: DELAWARE
Hart Metals, Inc.		03/23/2009	CORPORATION: DELAWARE
MEL Chemicals Inc.		03/23/2009	CORPORATION: NEW JERSEY
Reade Manufacturing Company		03/23/2009	CORPORATION: DELAWARE
Magnesium Elektron North America, Inc.		03/23/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3173827	LCX
Registration Number:	3135593	L2X
Registration Number:	3126758	L5X
Registration Number:	3126757	L6X
Registration Number:	3126755	L7X
Registration Number:	3166201	
Registration Number:	3062687	
Registration Number:	3166200	LUXFER
Registration Number:	3062686	LUXFER

OP \$665.00 3173827

Registration Number:	2256615	VELV-ETCH
Registration Number:	2208923	EXPRESS GUARD
Registration Number:	2210952	X-FLEX
Registration Number:	2208922	X5K
Registration Number:	2180207	CONTA
Registration Number:	2292002	SUPER ETCH
Registration Number:	1958532	HYDRO-COAT
Registration Number:	1757851	REV-FLEX
Registration Number:	1889107	COPPER-CHEM
Registration Number:	1821321	HYDRO-COAT
Registration Number:	1717288	POS-E-COP
Registration Number:	1680893	POS-E-ZINC
Registration Number:	1695641	REVERE
Registration Number:	0823043	TRIPLEMETAL
Registration Number:	2878174	ISOLUX
Serial Number:	77473541	REVERE 1801
Serial Number:	77473536	E MAGNESIUM ELEKTRON SERVICE & INNOVATION IN GRAPHIC ARTS 1801 REVERE E

**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

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	04/01/2009

Total Attachments: 11  
source=BAHTA#page1.tif  
source=BAHTA#page2.tif  
source=BAHTA#page3.tif  
source=BAHTA#page4.tif  
source=BAHTA#page5.tif  
source=BAHTA#page6.tif

source=BAHTA#page7.tif  
source=BAHTA#page8.tif  
source=BAHTA#page9.tif  
source=BAHTA#page10.tif  
source=BAHTA#page11.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2009, by **BA HOLDINGS, INC.** (the "Parent") and each Subsidiary listed on Schedule II hereto (collectively, the "Subsidiaries," together with the Parent, 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 Security Agreement dated April 26, 2006 (the "Security Agreement" in favor of the Security Trustee pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Trustee, for the benefit of the Secured 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Secured 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; and
- (b) Proceeds of any and all of the foregoing (other than Excluded Property).


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 Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Trustee shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Obligations, termination of the Commitments, cancellation or expiration of all Letters of Credit and termination or expiration of all Hedging Agreements, the Security Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing its security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.

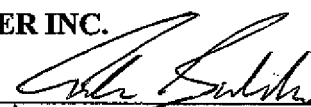
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

**BA HOLDINGS, INC.**

By:   
Name: Michael W Meier  
Title: Treasurer

**LUXFER INC.**

By:   
Name: ANDREW BUTCHER  
Title: SR VP

**HART METALS, INC.**

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

**MEL CHEMICALS INC.**

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

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

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,

**BA HOLDINGS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

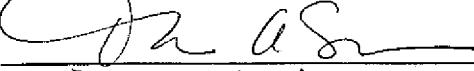
**LUXFER INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HART METALS, INC.**

By: 

Name: Deborah A. Simsen

Title: Secretary

**MEL CHEMICALS INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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,

**BA HOLDINGS, INC.**

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

**LUXFER INC.**

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

**HART METALS, INC.**

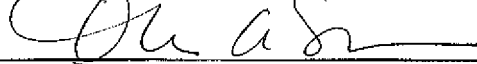
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEL CHEMICALS INC.**

By: James J. Pardini  
Name: James J. Pardini  
Title: Vice President

By: Mary Ann Hampton  
Name: Mary Ann Hampton  
Title: Secretary

**READE MANUFACTURING COMPANY**

By:   
Name: Deborah A. Simsen  
Title: Secretary / Controller

**MAGNESIUM ELEKTRON NORTH AMERICA, INC.**

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



**READE MANUFACTURING COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MAGNESIUM ELEKTRON NORTH  
AMERICA, INC.**

By: *KB* \_\_\_\_\_

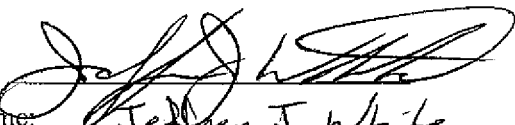
Name: *Kim Banovz* \_\_\_\_\_

Title: *Secretary & Financial Controller* ]

Accepted and Agreed:

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

By:



  
Name: Jeffrey J. White  
Title: Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003963 FRAME: 0147**



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>NAME</b>	<b>COUNTRY</b>
Luxfer, Inc.	3,173,827	LCX	United States
Luxfer, Inc.	3,135,593	L2X	United States
Luxfer, Inc.	3,126,758	L5X	United States
Luxfer, Inc.	3,126,757	L6X	United States
Luxfer, Inc.	3,126,755	L7X	United States
Luxfer, Inc.	3,166,201	 (IC9)	United States
Luxfer, Inc.	3,062,687	 (IC6, 20 and 37)	United States
Luxfer, Inc.	3,166,200	LUXFER (IC9)	United States
Luxfer, Inc.	3,062,686	LUXFER (IC6, 20 and 37)	United States
Magnesium Elektron North America, Inc.	2,256,615	VELV-ETCH	United States
Magnesium Elektron North America, Inc.	2,208,923	EXPRESS GUARD	United States
Magnesium Elektron North America, Inc.	2,210,952	X-FLEX	United States

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>NAME</b>	<b>COUNTRY</b>
Magnesium Elektron North America, Inc.	2,208,922	X5K	United States
Magnesium Elektron North America, Inc.	2,180,207	CONTA	United States
Magnesium Elektron North America, Inc.	2,292,002	SUPER ETCH	United States
Magnesium Elektron North America, Inc.	1,958,532	HYDRO-COAT (IC1)	United States
Magnesium Elektron North America, Inc.	1,757,851	REV-FLEX	United States
Magnesium Elektron North America, Inc.	1,889,107	COPPER-CHEM	United States
Magnesium Elektron North America, Inc.	1,821,321	HYDRO-COAT (IC16)	United States
Magnesium Elektron North America, Inc.	1,717,288	POS-E-COP	United States
Magnesium Elektron North America, Inc.	1,680,893	POS-E-ZINC	United States
Magnesium Elektron North America, Inc.	1,695,641	REVERE	United States
Magnesium Elektron North America, Inc.	823,043	TRIPLEMETAL	United States
MEL Chemicals, Inc. (f/k/a Magnesium Elektron, Inc.)	2,878,174	ISOLUX	United States

**Trademark Applications:**

OWNER	APPLICATION NUMBER	NAME	COUNTRY
Magnesium Elektron North America, Inc.	77/473,541	1801 REVERE and Design 	United States
Magnesium Elektron North America, Inc.	77/473,536	E MAGNESIUM ELEKTRON SERVICE & INNOVATION IN GRAPHIC ARTS 1801 REVERE and Design 	United States

**SCHEDULE II**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**SUBSIDIARIES**

<b>NAME</b>	<b>ADDRESS</b>
Luxfer Inc.	3016 Kansas Ave, Riverside, CA
Hart Metals, Inc.	100 Ridgeway Boulevard, Manchester, NJ
MEL Chemicals Inc.	500 Barbertown Point Breeze Road, Flemington NJ
Reade Manufacturing Company	100 Ridgeway Boulevard, Manchester, NJ
Magnesium Elektron North America, Inc.	1001 College Street, Madison, IL