

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crucible Materials Corporation		10/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Compaction & Research Acquisition LLC		
Street Address:	1000 Six PPG Place		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1489019	CRU-ROL	
Registration Number:	2274699	VIM CRU	
Registration Number:	2320873	CRU-CLAD	
Registration Number:	2458009	VIM CRU 20	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0063588-000089		
NAME OF SUBMITTER:	Duane A. Stewart III		

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TRADEMARK
REEL: 004092 FRAME: 0860

Signature:	/Duane A. Stewart III/
Date:	11/09/2009
Total Attachments: 11 source=compaction & research-crucible materials trademark assignment#page1.tif source=compaction & research-crucible materials trademark assignment#page2.tif source=compaction & research-crucible materials trademark assignment#page3.tif source=compaction & research-crucible materials trademark assignment#page4.tif source=compaction & research-crucible materials trademark assignment#page5.tif source=compaction & research-crucible materials trademark assignment#page6.tif source=compaction & research-crucible materials trademark assignment#page7.tif source=compaction & research-crucible materials trademark assignment#page8.tif source=compaction & research-crucible materials trademark assignment#page9.tif source=compaction & research-crucible materials trademark assignment#page10.tif source=compaction & research-crucible materials trademark assignment#page11.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Crucible Materials Corporation, a Delaware corporation having a principal place of business at 575 State Fair Blvd., Syracuse, New York 13201 (“Assignor”), is the owner of record of or has valid title to certain United States and foreign trademarks identified on Schedule A attached hereto (the “Trademarks”) and also the goodwill of the Business (as defined in the Purchase Agreement) associated with and symbolized by the Trademarks identified on Schedule A (as defined in the Purchase Agreement) and wishes to assign its rights, title, and interest in and to the Trademarks, together with the goodwill of the Business associated with and symbolized by the Trademarks;

WHEREAS, Compaction & Research Acquisition LLC, a Pennsylvania limited liability company having a principal place of business at 1000 Six PPG Place, Pittsburgh, PA 15222 (“Assignee”), is desirous of acquiring from Assignor such rights, title, and interest in and to the Trademarks and the goodwill of the Business associated with the Trademarks; and

WHEREAS, Allegheny Technologies Incorporated, a Delaware corporation (“Allegheny”), has entered into that certain Asset Purchase Agreement with Assignor, dated as of September 23, 2009 (the “Purchase Agreement”), pursuant to which Allegheny has agreed to purchase from Assignor, and Assignor has agreed to transfer to Allegheny, among other things, all of Assignor’s right, title and interest in the Trademarks and the goodwill of the Business associated with the Trademarks;

WHEREAS, subject to Sections 2.5 and 10.2 of the Purchase Agreement, Allegheny has assigned its rights and obligations under the Purchase Agreement to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby irrevocably sell, assign, transfer and set over unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Trademarks and also the goodwill of the Business therewith and symbolized by the Trademarks, with all rights for recovery, damages and profits for past, present and future infringements, if any and Assignor further assigns to Assignee all rights to sue and receive all damages accruing from the past, present, and future infringements of the Trademarks.

2. Assignor hereby covenants that it has the full right to convey to Assignee its entire right, title and interest in, to and under each and all of said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks, and further that it is not aware of any agreement executed in conflict herewith, and that it will not execute any agreement in conflict herewith, and further covenants and agrees that it will, each time a reasonable request is made and without undue delay, execute and deliver at the reasonable expense of Assignee all such papers and any further assurances that may reasonably be necessary or desirable to perfect the right, title and interest in, to and under each and all of said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks in said Assignee, its successors, assigns, nominees, or legal representatives, and agrees to respond to reasonable inquiries of said Assignee or to its nominee regarding known facts respecting said aforesaid U.S. and foreign

Trademarks and the goodwill of the Business associated with the Trademarks at Assignee's reasonable expense, and generally to do everything reasonably possible to aid said Assignee, its successors, assigns, nominees and legal representatives, at the reasonable expense of Assignee, to obtain and enforce for its own benefit proper protection and like rights of exclusion in and to and under said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks in the United States and its possessions and territories and in all other countries;

3. Assignor hereby authorizes the Deputy Commissioner of Trademark Operations, and any official of any country or countries foreign to the United States whose duty it is to issue trademarks or equivalent registrations on applications for such as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument and the Purchase Agreement.

4. Miscellaneous.

a. This trademark assignment ("Trademark Assignment") may not be modified or amended except in writing signed by the Assignor and the Assignee.

b. This Trademark Assignment, the Purchase Agreement and the other Ancillary Agreements (as defined in the Purchase Agreement) constitute the entire agreement among Assignor and Assignee with respect to the subject matter of this Trademark Assignment and supersede all prior agreements and understandings, both oral and written, among such parties with respect to the subject matter of this Trademark Assignment. If there is a conflict between any provisions of this Trademark Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

c. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State.

d. The invalidity, illegality or unenforceability of any provision of this Trademark Assignment shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

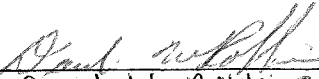
e. This Trademark Assignment may be executed in one or more counterparts, and counterparts by facsimile, all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this 22nd day of October, 2009.

CRUCIBLE MATERIALS CORPORATION

Dated: October 22, 2009

By: 
Name: David W. Robbins
Title: Chairman and CEO

COMPACTION & RESEARCH ACQUISITION LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

COMMONWEALTH
STATE OF Pennsylvania
COUNTY OF Allegheny) ss:

On this the 22nd day of October, 2009, before me personally came DAVID W. ROBBINS, to me known, who, being by me duly sworn, did depose and say that he/she is the Chairman and CEO of Crucible Materials Corporation, the company described in and which executed the foregoing instrument, and that he/she signed his name thereto by order of said company.

Subscribed and sworn to before me
this 22nd day of October, 2009

Carol S. Hemphill
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carol S. Hemphill, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires March 21, 2012
Member, Pennsylvania Association of Notaries

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
CRU-ROL	United States	1489019
VIM CRU	United States	2274699
VIM CRU	Canada	TMA555957
VIM CRU	China	1037316
VIM CRU	Europe	331
VIM CRU	Japan	4022465
VIM CRU	Mexico	544536
VIM CRU	S. Korea	377386
VIM CRU	Taiwan	744452
CRU-CLAD	United States	2320873
CRU-CLAD	Canada	570385
CRU-CLAD	Europe	1150440
CRU-CLAD	Japan	4386776
VIM CRU 20	United States	2458009
VIM CRU 20	Canada	555469
VIM CRU 20	China	1523277
VIM CRU 20	Europe	1166099
VIM CRU 20	S. Korea	0474794
Super Solvus RENE 95 (the registration for this trademark may no longer be in effect)		
RENE 95 (the registration for this trademark may no longer be in effect)		

TRADEMARK ASSIGNMENT

WHEREAS, Crucible Materials Corporation, a Delaware corporation having a principal place of business at 575 State Fair Blvd., Syracuse, New York 13201 (“Assignor”), is the owner of record of or has valid title to certain United States and foreign trademarks identified on Schedule A attached hereto (the “Trademarks”) and also the goodwill of the Business (as defined in the Purchase Agreement) associated with and symbolized by the Trademarks identified on Schedule A (as defined in the Purchase Agreement) and wishes to assign its rights, title, and interest in and to the Trademarks, together with the goodwill of the Business associated with and symbolized by the Trademarks;

WHEREAS, Compaction & Research Acquisition LLC, a Pennsylvania limited liability company having a principal place of business at 1000 Six PPG Place, Pittsburgh, PA 15222 (“Assignee”), is desirous of acquiring from Assignor such rights, title, and interest in and to the Trademarks and the goodwill of the Business associated with the Trademarks; and

WHEREAS, Allegheny Technologies Incorporated, a Delaware corporation (“Allegheny”), has entered into that certain Asset Purchase Agreement with Assignor, dated as of September 23, 2009 (the “Purchase Agreement”), pursuant to which Allegheny has agreed to purchase from Assignor, and Assignor has agreed to transfer to Allegheny, among other things, all of Assignor’s right, title and interest in the Trademarks and the goodwill of the Business associated with the Trademarks;

WHEREAS, subject to Sections 2.5 and 10.2 of the Purchase Agreement, Allegheny has assigned its rights and obligations under the Purchase Agreement to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby irrevocably sell, assign, transfer and set over unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Trademarks and also the goodwill of the Business therewith and symbolized by the Trademarks, with all rights for recovery, damages and profits for past, present and future infringements, if any and Assignor further assigns to Assignee all rights to sue and receive all damages accruing from the past, present, and future infringements of the Trademarks.

2. Assignor hereby covenants that it has the full right to convey to Assignee its entire right, title and interest in, to and under each and all of said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks, and further that it is not aware of any agreement executed in conflict herewith, and that it will not execute any agreement in conflict herewith, and further covenants and agrees that it will, each time a reasonable request is made and without undue delay, execute and deliver at the reasonable expense of Assignee all such papers and any further assurances that may reasonably be necessary or desirable to perfect the right, title and interest in, to and under each and all of said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks in said Assignee, its successors, assigns, nominees, or legal representatives, and agrees to respond to reasonable inquiries of said Assignee or to its nominee regarding known facts respecting said aforesaid U.S. and foreign

Trademarks and the goodwill of the Business associated with the Trademarks at Assignee's reasonable expense, and generally to do everything reasonably possible to aid said Assignee, its successors, assigns, nominees and legal representatives, at the reasonable expense of Assignee, to obtain and enforce for its own benefit proper protection and like rights of exclusion in and to and under said U.S. and foreign Trademarks and the goodwill of the Business associated with the Trademarks in the United States and its possessions and territories and in all other countries;

3. Assignor hereby authorizes the Deputy Commissioner of Trademark Operations, and any official of any country or countries foreign to the United States whose duty it is to issue trademarks or equivalent registrations on applications for such as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument and the Purchase Agreement.

4. Miscellaneous.

a. This trademark assignment ("Trademark Assignment") may not be modified or amended except in writing signed by the Assignor and the Assignee.

b. This Trademark Assignment, the Purchase Agreement and the other Ancillary Agreements (as defined in the Purchase Agreement) constitute the entire agreement among Assignor and Assignee with respect to the subject matter of this Trademark Assignment and supersede all prior agreements and understandings, both oral and written, among such parties with respect to the subject matter of this Trademark Assignment. If there is a conflict between any provisions of this Trademark Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

c. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State.

d. The invalidity, illegality or unenforceability of any provision of this Trademark Assignment shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

e. This Trademark Assignment may be executed in one or more counterparts, and counterparts by facsimile, all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this 23rd day of October, 2009.

CRUCIBLE MATERIALS CORPORATION

Dated: _____

By: _____

Name:

Title:

COMPACTION & RESEARCH ACQUISITION LLC

By: Jon D. Walton

Name: Jon D. Walton

Title: President

[Signature Page to Trademark Assignment]

STATE OF _____)
) ss:
COUNTY OF _____)

On this the _____ day of _____, 2009, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Crucible Materials Corporation, the company described in and which executed the foregoing instrument, and that he/she signed his name thereto by order of said company.

Subscribed and sworn to before me
this _____ day of _____, 2009

Notary Public

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
CRU-ROL	United States	1489019
VIM CRU	United States	2274699
VIM CRU	Canada	TMA555957
VIM CRU	China	1037316
VIM CRU	Europe	331
VIM CRU	Japan	4022465
VIM CRU	Mexico	544536
VIM CRU	S. Korea	377386
VIM CRU	Taiwan	744452
CRU-CLAD	United States	2320873
CRU-CLAD	Canada	570385
CRU-CLAD	Europe	1150440
CRU-CLAD	Japan	4386776
VIM CRU 20	United States	2458009
VIM CRU 20	Canada	555469
VIM CRU 20	China	1523277
VIM CRU 20	Europe	1166099
VIM CRU 20	S. Korea	0474794
Super Solvus RENE 95 (the registration for this trademark may no longer be in effect)		
RENE 95 (the registration for this trademark may no longer be in effect)		

STATE OF Pennsylvania ss:

COUNTY OF Allegheny

On this 23rd day of October, 2009, before me personally came Jon D. Walton, to me known, who, being by me duly sworn, did depose and say that he is the President of Compaction & Research Acquisition LLC, the company described in and which executed the foregoing instrument; and that he signed his name thereto as such officer.

My commission expires: September 9, 2012

Amber R Thompson
Notary Public

(Notarial Seal)

