

**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
ARLON, INC.		10/15/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10177
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1162639	CALON
Registration Number:	3851870	CAST FLEX
Registration Number:	0778004	CUCLAD
Registration Number:	2414138	DICLAD
Registration Number:	0676169	DICLAD
Registration Number:	2829520	FOAMCLAD R/F
Registration Number:	3705110	FOAMCLAD
Registration Number:	1729344	ISOCLAD
Registration Number:	1627116	K-THERM
Serial Number:	72098059	LEVEL-WRAP
Registration Number:	1526331	THERMABOND
Registration Number:	1417454	THERMAPAD
Registration Number:	2702029	MII

**CORRESPONDENCE DATA**

**900174198**

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Fax Number: (212)451-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-451-2300  
Email: ktrapani@olshanlaw.com  
Correspondent Name: Olshan Grundman Frome Rosenzweig & Wolos  
Address Line 1: 65 E 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	4094.036
NAME OF SUBMITTER:	Steven R. Gursky
Signature:	/steven gursky/
Date:	10/18/2010

**Total Attachments: 15**

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*Anything herein to the contrary notwithstanding, the repayment of the obligations evidenced by this Agreement (as defined below), the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of October 15, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Wells Fargo Bank, National Association, and Ableco, L.L.C., as Senior Agents, and Wells Fargo Bank, National Association, as Subordinated Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.*

#### TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated October 15, 2010, is by and between ARLON, INC., a Delaware corporation ("Guarantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as collateral agent under the Indenture (in such capacity, together with its successors and assigns, "Agent"), dated as of the date hereof, by and among Handy & Harman Group Ltd. ("Parent"), the subsidiaries of Parent party thereto as guarantors and Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Indenture").

#### WITNESSETH:

WHEREAS, Guarantor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Guarantor has entered into financing arrangements with Agent, on behalf of Holders, pursuant to which Holders have provided certain financial accommodations to Parent as set forth in the Indenture and the Financing Agreements (as defined in the Amended and Restated Security Agreement, dated of even date herewith, among Parent and the subsidiaries of Parent party thereto, as grantors, and Agent); and

WHEREAS, in order to induce Agent, on behalf of Holders, to enter into the Indenture and the other Financing Agreements and to provide certain financial accommodations to Parent pursuant thereto, Guarantor has agreed to grant to Agent certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

#### 1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Guarantor hereby grants to Agent a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Agent: (a) all of Guarantor's now existing or hereafter acquired right, title and interest in and to all of Guarantor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and

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Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance and payment in full of all of the obligations under the Indenture (the "Obligations").

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor hereby represents, warrants and covenants with and to Agent that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Guarantor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Guarantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications.

(b) Guarantor authorizes Agent to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Guarantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Guarantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(e) Guarantor shall provide Agent with thirty (30) days written notice prior to filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Guarantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as necessary to evidence the security interests of Agent in any Trademark.

(f) Guarantor will render any assistance to Agent as Agent shall determine is necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Guarantor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Guarantor will promptly notify Agent if Guarantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Agent, Guarantor, at Guarantor's expense, shall join with Agent in such action as Agent, in its discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(h) Guarantor assumes all responsibility and liability arising from the use of the Trademarks, and Guarantor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including legal expenses and reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Guarantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Guarantor (or any affiliate or subsidiary thereof).

#### 4. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Agent, whether provided under law, this Agreement, the Indenture, the other Financing Agreements or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Guarantor, except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Guarantor nor any affiliate or subsidiary of Guarantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Agent may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Guarantor or any subsidiary or affiliate of Guarantor.

(c) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Guarantor of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Guarantor in the manner set forth in the Indenture of any proposed disposition shall be deemed reasonable notice thereof and Guarantor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Guarantor shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(d) hereof, Agent may at any time execute and deliver on behalf of Guarantor, pursuant to the authority granted in the Special Power of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Guarantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Guarantor shall supply to Agent (or its designee) Guarantor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Guarantor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, this Agreement, the Indenture, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Law are applicable and specifically conflict with the foregoing.

(b) Guarantor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Guarantor or its property).

(c) GUARANTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN

EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Indenture, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Guarantor" or "Agent" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Guarantor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Guarantor and Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Guarantor and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Guarantor's and Agent's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Guarantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other

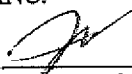
electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Guarantor and Agent have executed this Agreement as of the day and year first above written.

ARLON, INC.

By:   
Name: James F. McCabe, Jr.  
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

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

[Trademark Security Agreement (Arlon)]

IN WITNESS WHEREOF, Guarantor and Agent have executed this Agreement as of the day and year first above written.

ARLON, INC.

By: \_\_\_\_\_  
Name: James F. McCabe, Jr.  
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli  
Name: \_\_\_\_\_  
Title: Raymond Delli Colli  
Vice President

[Trademark Security Agreement (Arlon)]

EXHIBIT A

TRADEMARKS AND APPLICATIONS


Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
CALON-- US Arlon, Inc.	1,162,639	07/28/1981	07/28/2011		73/198,496	
CAST FLEX-- US Arlon, Inc.	3,851,870	09/21/2010	09/21/2020		77/930,760	02/08/2010
CUCLAD-- US Arlon, Inc.	778,004	10/6/1694	12/06/2014		72/181,382	12/6/2014
DICLAD-- US Arlon, Inc.	2,414,138	12/19/2000	12/19/2010		75/912,459	12/19/2010
DICLAD-- US Arlon, Inc.	676,169	03/31/1959	03/31/2019		72/050776	05/01/1958
FOAMCLAD R/F (Stylized)- US Arlon, Inc.	2,829,520	04/06/2004	04/6/2010		76/494,293	03/03/2003
FOAMCLAD-- US Arlon, Inc.	3,705,110	11/03/2009	11/03/2015		77/714,178	4/15/2009
ISOCLAD-- US Arlon, Inc.	1,729,344	11/03/1992	11/3/2012		73/805,889	

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Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
K-THERM-- US Arlon, Inc.	1,627,116	12/11/1990	12/11/2010		73/805,889	
LEVEL-WRAP-- US Arlon, Inc.	98059	02/14/1961	2/14/2011		72/098059	
THERMABOND-- US Arlon, Inc.	1,526,331	02/28/1989	2/28/2019		73/727742	
THERMAPAD-- US Arlon, Inc.	1,417,454	11/18/1986	10/19/2016		581,689	
 US Arlon, Inc.	2,702,029	4/1/2003	4/1/2013		76/351,374	
CALON-- Australia Arlon, Inc.	A337,311	08/31/1979	08/31/2010			
CALON-- Brazil Arlon, Inc.					824349172	1/31/2002
CALON-- Canada Arlon, Inc.	489461	02/06/1998	06/02/2013		840416	
CALON--	642689	09/23/2002	09/23/2012		560967	

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Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Chile Arlon, Inc.						
CALON-- Colombia Arlon, Inc.	254339	10/17/2002	10/17/2012		02014408	
CUCLAD-- Denmark Arlon, Inc.	VR02 201/77	6/24/1977	6/24/2017			
CALON-- Europe Arlon, Inc.	529271	02/25/2000	4/29/2017			
CALON-- Mexico Arlon, Inc.	553538	7/28/1997	4/4/2017		291449	
CALON-- Peru Arlon, Inc.	81137	06/14/2002	06/14/2012		147469	
CALON-- Uruguay Arlon, Inc.	337866	07/05/2002	07/05/2012			
CALON-- Venezuela Arlon, Inc.	P-246583	8/22/2003	8/22/2013		2002-004097	
IMAGEBURST-- Canada Arlon, Inc.	531229	08/15/2000	08/15/2015		838970	
MII and Design--	002572147	06/06/2003	02/11/2012			

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Trademark & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Europe Arlon, Inc.						

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EXHIBIT B

LICENSES

None.

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EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that ARLON, INC., a Delaware corporation ("Guarantor"), having an office at 1133 Westchester Avenue, Suite N222, White Plains, NY 10604, hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent under the Indenture (in such capacity, together with its successors and assigns, "Agent"), dated of even date herewith, by and among Handy & Harman Group Ltd. ("Parent"), the subsidiaries of Parent party thereto as guarantors and Agent, and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Guarantor at any time after the occurrence and during the continuance of an Event of Default under the Trademark Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Guarantor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Guarantor and Agent (the "Trademark Security Agreement") and may not be revoked until the termination of all "Financing Agreements" and indefeasible payment in full of all of the "Obligations", as each such term is defined in the Trademark Security Agreement.

\_\_\_\_\_, 2010

ARLON, INC.

By: \_\_\_\_\_  
Name: James F. McCabe, Jr.  
Title: Senior Vice President



STATE OF \_\_\_\_\_ )  
                                                          ) ss.:  
COUNTY OF \_\_\_\_\_ )

As of this \_\_\_\_ day of \_\_\_\_\_, 2010, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of  
ARLON, INC., the corporation described in and which executed the foregoing instrument; and that he  
signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public