

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
JENERIC/PENTRON INCORPORATED		03/09/2005	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	PENTRON ALLOYS, LLC
Street Address:	5855 Oberlin Drive
Internal Address:	c/o The Argen Corporation
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2832655	AVANTE
Registration Number:	2384157	BIO 97
Registration Number:	1200117	BIOCAST
Registration Number:	1285756	BIOLITE
Registration Number:	2596109	COSMIC
Registration Number:	2503140	EVEREST
Registration Number:	2571987	GALVANOKOR
Registration Number:	2507994	GOLD CORE
Serial Number:	78258622	GOLD PAL
Registration Number:	2657236	JEWEL CAST
Serial Number:	78314510	PENCAST
Serial Number:	78314525	PENCERAM
Registration Number:	1226424	REX III

OP \$465.00 2832655

Registration Number:	2599683	REX 4
Registration Number:	2606063	REX CC
Registration Number:	1011349	REXILLIUM
Registration Number:	1230790	REXILLIUM III
Registration Number:	2592364	SINTERKOR

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (714) 540-1235

Email: greg.phillips@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Greg Phillips, Senior Paralegal
Signature:	/greg phillips/
Date:	03/30/2005

Total Attachments: 9
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of this 9th day of March, 2005.

WHEREAS, Jeneric/Pentron Incorporated, a Connecticut corporation ("Assignor"), having its office at 53 North Plains Industrial Road, Wallingford, Connecticut 06492, has adopted, used and is or was using in its business the registered trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof (the "Marks");

WHEREAS, Pentron Alloys, LLC, a California limited liability company ("Assignee"), having its office at c/o The Argen Corporation, 5855 Oberlin Drive, San Diego, California 92121, is desirous of acquiring the entire right, title, and interest in and to said Marks and all goodwill attendant therewith; and

WHEREAS, Assignor makes this assignment pursuant to Sections 1.6(a)(iii) and 5.4 of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), under which Assignee purchased the Purchased Assets (as defined therein) from Assignor (and certain of its affiliates).

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein by reference, and made part of this Assignment.
2. Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee, its successors and assigns all of its right, title and interest in and to the Marks, together with all the goodwill of the business symbolized by said Marks, and together with the right to sue and collect damages and/or profits for past, present and future infringements of said Marks, the intent hereof being to substitute Assignee in the place of Assignor.
3. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and shall not enter into any agreement in conflict with this Assignment.
4. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.
5. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

6. In the event of a conflict between this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

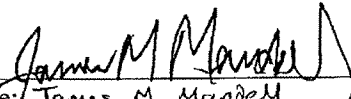
7. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

JENERIC/PENTRON INCORPORATED

By: 
Name: James M. Mandell
Title: Executive Vice President

ASSIGNEE:

PENTRON ALLOYS, LLC

By: _____
Name:
Title:

STM_189067_1/CCERRITO

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

JENERIC/PENTRON INCORPORATED


By: _____

Name:

Title:

ASSIGNEE:

PENTRON ALLOYS, LLC

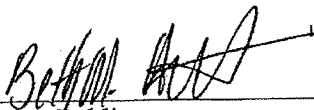
By:  _____

Name: Neil Wainstein

Title: Manager

STATE OF Connecticut }
 } ss Wallingford
COUNTY OF New Haven }

On this 7th day of March, 2005, before me personally appeared James M. Mandell to me personally known, who, being duly sworn, did say that he/she is the Executive Vice President of JENERIC/PENTRON INCORPORATED and that he/she duly executed the foregoing instrument for and on behalf of JENERIC/PENTRON INCORPORATED being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.



Notary Public

Beth M. Hulteen, Notary Public
State of Connecticut
My Commission Expires 11/30/2008

STATE OF _____ }
 } ss
COUNTY OF _____ }

On this _____ day of March, 2005, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he/she is the _____ of PENTRON ALLOYS, LLC and that he/she duly executed the foregoing instrument for and on behalf of PENTRON ALLOYS, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

STATE OF _____ }
 } ss
COUNTY OF _____ }

On this ____ day of March, 2005, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he/she is the _____ of JENERIC/PENTRON INCORPORATED and that he/she duly executed the foregoing instrument for and on behalf of JENERIC/PENTRON INCORPORATED being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

STATE OF California }
 } ss
COUNTY OF San Diego }

On this 8th day of March, 2005, before me personally appeared Neil Weinstein to me personally known, who, being duly sworn, did say that he/she is the _____ of PENTRON ALLOYS, LLC and that he/she duly executed the foregoing instrument for and on behalf of PENTRON ALLOYS, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Cheryl L. Kleindolph
Notary Public



Schedule A

Marks

Country / State	Trademark	Application Date	Application Number	Registration Date	Registration Number.
United States					
	AVANTE	3/4/2002	76/378434	4/13/2004	2832655
	BIO 97	2/9/1999	75/636804	9/5/2000	2384157
	BIOCAST	11/18/1980	73/286404	7/6/1982	1200117
	BIOLITE	7/2/1981	73/317438	7/17/1984	1285756
	COSMIC	3/16/2001	78/053556	7/16/2002	2596109
	EVEREST	3/30/2000	76/012751	10/30/2001	2503140
	GALVANOKOR	1/18/2000	75/898318	5/21/2002	2571987
	GOLD CORE	12/16/1999	75/872173	11/13/2001	2507994
	GOLD PAL	6/5/2003	78/258622		
	JEWEL CAST	9/13/2000	78/025679	12/3/2002	2657236
	PENCAST	10/16/2003	78/314510		
	PENCERAM	10/16/2003	78/314525		
	REX III	6/30/1981	73/317160	2/8/1983	1226424
	REX 4	7/18/2001	78/074425	7/23/2002	2599683
	REX CC	7/18/2001	78/074428	8/6/2002	2606063
	REXILLIUM	8/2/1974	73/028465	5/27/1975	1011349
	REXILLIUM III	6/29/1981	73/316665	3/15/1983	1230790
	SINTERKOR	1/18/2000	75/898317	7/9/2002	2592364
	SINTERKOR	1/18/2000	75/898317	7/9/2002	2592364
State of CT					
	REXILLIUM	3/27/1997		4/1/1997	20127
State of New York					
	REXILLIUM	5/27/1997		5/27/1997	R-28649

Country / State	Trademark	Application Date	Application Number	Registration Date	Registration Number.
Australia					
	NATURELLE	7/31/1998	769,117	7/31/1998	769117
France					
	NATURELLE	9/29/1997	97/697609	9/29/1997	97697609
	REX V			7/30/1987	1421413
	REXILLIUM			12/22/1986	1386055
	Rx NATURELLE			2/11/1987	1393851
Germany					
	BIOLITE	6/26/1981	J 16859/5	3/11/1983	1045899
	NATURELLE LITE	1/28/1983	J 18084	2/23/1984	1060045
	NOVAREX	1/28/1983			1070771
	REX	3/18/1983	J 18195	5/7/1984	1062814
Great Britain					
	REXILLIUM			10/29/1980	1149791
Israel					
	REXILLIUM	7/28/1998	121375	7/9/1999	121375
Italy					
	BIOCAST	3/27/1981	33509 - C/81	8/5/1986	439581
	REX	9/22/1998	RM 98 C 004742	9/22/1998	847485
	REXILLIUM	9/22/1998	RM 98 C 004741	9/22/1998	847484
Japan					
	NATURELLE	2/1/1983	8512/1983	8/31/1989	2160906
	NOVAREX	3/3/1983	08511/1983	3/27/1990	2217568
Mexico					
	NATURELLE	9/18/1998	347664	9/18/1998	

Country / State	Trademark	Application Date	Application Number	Registration Date	Registration Number.
South Korea					
	REXILLIUM	3/22/1997	97-13052	4/7/1998	401414
Sweden					
	REXILLIUM	11/4/1997	97-09873	5/5/2000	336865