

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vesuvius Crucible Company		01/01/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Vesuvius USA Corporation
Street Address:	1404 Newton Dr.
City:	Champaign
State/Country:	ILLINOIS
Postal Code:	61822
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4105032	ELBY
Registration Number:	4326647	NUMAX
Registration Number:	3147679	SUPERMAG
Registration Number:	3123426	SURGUN
Registration Number:	3116919	QUICK FIX
Registration Number:	2512852	KING-CARB
Registration Number:	2522754	ACCUMETRIX
Registration Number:	2692289	REPARTECT
Registration Number:	2463912	ZYACIL
Registration Number:	2348734	GRIPTITE
Registration Number:	2394591	ZYALITE
Registration Number:	2207048	FREE FLOW
Registration Number:	2205506	TRIAD
Registration Number:	2121037	CRITERION
Registration Number:	1912541	BASIGUN
Registration Number:	1851496	LADLGUN
Registration Number:	2250679	BASILITE
Registration Number:	1748512	ONYX

CH \$1165.00 4105032

Property Type	Number	Word Mark
Registration Number:	1738354	ALUGARD
Registration Number:	1769312	BASICAST
Registration Number:	1675099	RAMLOX
Registration Number:	1682039	HYDRA-PLUS
Registration Number:	1682038	HYDRA-MAX
Registration Number:	1842382	ZYAROCK
Registration Number:	1294280	80-RAM
Registration Number:	1296237	AR-400
Registration Number:	1296227	AR-153
Registration Number:	1296225	LITE WATE
Registration Number:	1294277	BLU-RAM
Registration Number:	1289037	70-RAM
Registration Number:	1624297	METALLURGICA
Registration Number:	1261751	85-RAM
Registration Number:	1120314	SCORIALIT
Registration Number:	1082548	EMERALD RAM
Registration Number:	0816483	SUREBOND
Registration Number:	0806250	MOLDIT
Registration Number:	0787403	SUPER #3000
Registration Number:	0968150	VESUVIUS
Registration Number:	0570036	RAMICLASE
Registration Number:	0777226	GUNCLASE
Registration Number:	0593198	GUN-RAM
Registration Number:	0683991	ROTOLOK
Registration Number:	0661538	90-RAM
Registration Number:	0523133	GUNDOL
Registration Number:	0402939	GUNMAG
Registration Number:	1819932	VAPEX

CORRESPONDENCE DATA

Fax Number: 4124293448

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-276-1750

Email: tony.iadicicco@vesuvius.com

Correspondent Name: Robert J. Toth

Address Line 1: 250 Parkwest Drive

Address Line 2: Legal Department

Address Line 4: Pittsburgh, PENNSYLVANIA 15275

NAME OF SUBMITTER:	Donald M. Satina
SIGNATURE:	/Donald M. Satina/
DATE SIGNED:	01/08/2018
Total Attachments: 9 source=VCC-VUS-Merger#page1.tif source=VCC-VUS-Merger#page2.tif source=VCC-VUS-Merger#page3.tif source=VCC-VUS-Merger#page4.tif source=VCC-VUS-Merger#page5.tif source=VCC-VUS-Merger#page6.tif source=VCC-VUS-Merger#page7.tif source=VCC-VUS-Merger#page8.tif source=VCC-VUS-Merger#page9.tif	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of January 1, 2018 (the "Merger Agreement"), is made by and between Vesuvius U S A Corporation, an Illinois corporation ("Surviving Entity") and Vesuvius Crucible Company, a Delaware corporation ("Merging Entity").

WITNESSETH:

WHEREAS, Merging Entity owns all of the outstanding shares of capital stock of Surviving Entity;

WHEREAS, Surviving Entity is a corporation duly organized and validly existing under and by virtue of the laws of the State of Illinois;

WHEREAS, Merging Entity is a corporation duly organized and validly existing under and by virtue of the laws of the State of Delaware;

WHEREAS, the respective Boards of Directors of each of Surviving Entity and Merging Entity deem it advisable that Merging Entity merge with and into Surviving Entity (the "Merger"), upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Illinois and the laws of the State of Delaware; and

WHEREAS, all of the shareholders of each of Merging Entity and of Surviving Entity have duly approved and adopted the provisions of this Merger Agreement as the Plan of Merger required by the laws of the State of Illinois and the laws of the State of Delaware.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Effect of Merger; Manner and Basis of Canceling and Exchanging Shares.

1.1 At the Effective Date (as hereinafter defined), Merging Entity shall be merged with and into Surviving Entity, the separate corporate existence of Merging Entity shall cease (except as may be continued by operation of law), and Surviving Entity shall continue as the surviving corporation, all with the effects provided by applicable law.

1.2 At the Effective Date, by virtue of the Merger and without any action, other than the filing of Articles of Merger (the "Articles of Merger") with the Secretary of State of Illinois and the filing of the Certificate of Merger (the "Certificate of Merger") with the Secretary of State of Delaware, by Surviving Entity and Merging Entity, their respective Board of Directors and shareholders or any other person:

(a) All of the issued and outstanding shares of the stock of Surviving Entity shall not be converted in any manner, but each share that is issued and outstanding at the Effective Date shall continue to represent one issued and outstanding share of the Surviving Entity.

(b) All of the issued and outstanding stock of Merging Entity shall be cancelled for no consideration.

1.3 At and after the Effective Date, the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and all property, whether real, personal and mixed, and shall be subject to all of the duties and liabilities, of Merging Entity; and all rights, privileges, immunities and franchises, of both a public and private nature, of Merging Entity shall be vested in the Surviving Entity without any act or action; and title to any real estate, or any interest therein, vested in Merging Entity or Surviving Entity shall not revert or be in any way impaired by reason of the Merger; and any claim existing or action or proceeding pending by or against Merging Entity may be prosecuted to judgment as if the Merger had not taken place or the Surviving Entity may be substituted in its place; all with the effect as may be required by law.

1.4 The name of the Surviving Entity shall continue to be "Vesuvius U S A Corporation" and the Surviving Entity shall continue to exist as a corporation under the laws of Illinois, having its principle office address at 1404 Newton Dr, Champaign, IL 61822.

Section 2. Effective Date.

2.1 Upon the fulfillment or waiver of the conditions specified herein, provided that this Merger Agreement has not been terminated and abandoned pursuant to the terms hereof, Surviving Entity and Merging Entity shall cause the Articles of Merger and Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Illinois and Delaware, respectively, all as provided for in accordance with Illinois and Delaware law.

2.2 The Merger shall become effective on January 1, 2018 (the "Effective Date").

Section 3. Additional Agreements.

3.1 The Surviving Entity consents to be sued and served with process in Delaware and irrevocably appoints of the Delaware Secretary of State as its agent to accept service of process in any proceeding in Delaware brought to enforce any obligation of Merging Entity, or to enforce the rights of a dissenting shareholder of the Merging Entity, against the Surviving Entity.

3.2 Each of the parties hereto shall (subject to any qualifications specified in this Section 3 and the conditions specified below) diligently use their respective commercially reasonable efforts to cause the Merger to be consummated and to be consummated at the earliest practicable date.

3.3 Prior to the Effective Date, all parties hereto shall use their best efforts to obtain the consent of all private third parties and governmental authorities necessary to consummation of the Merger.

Section 4. Articles of Incorporation and By-Laws; Board of Directors and Officers.

4.1 From and after the Effective Date, the Articles of Incorporation and By-laws of Surviving Entity as in effect at the Effective Date shall govern the Surviving Entity and constitute the Articles of Incorporation and By-Laws, respectively, of the Surviving Entity.

4.2 The members of the Board of Directors of Surviving Entity holding office immediately prior to the Effective Date shall be the members of the Board of Directors of the Surviving Entity and shall hold such offices until the expiration of their current terms, or until their earlier death, resignation or removal. The officers of Surviving Entity holding office immediately prior to the Effective Date shall be the officers (holding the same positions as they held with Surviving Entity immediately prior to the Effective Date) of the Surviving Entity and shall hold such offices until the expiration of their current terms, or until their earlier death, resignation or removal.

Section 5. Conditions.

5.1 The respective obligations of Surviving Entity and Merging Entity to consummate the Merger under this Merger Agreement are subject to the fulfillment of the following conditions:

(a) This Merger Agreement and the Merger shall have been approved and adopted by the sole shareholder and Board of Directors of Surviving Entity as well as the sole shareholder and Board of Directors of Merging Entity (the "Merger Approval"), and the Merger Approval shall not in any manner have been rescinded or revoked;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal and no such law, statute, rule or regulation shall be in effect;

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall be in effect; and

(d) Any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained.

Section 6. Amendment and Termination.

6.1 Surviving Entity and Merging Entity, by mutual consent of their respective Board of Directors, may amend, modify or supplement this Merger Agreement in such manner as may be agreed upon by them in writing at any time prior to its being filed with the Illinois and Delaware Secretaries of State.

6.2 This Merger Agreement may be terminated and the Merger may be abandoned for any reason by a resolution adopted by the mutual consent of Surviving Entity and Merging Entity at any time prior to the filing of the Articles of Merger with the Illinois Secretary of State and the Certificate of Merger with the Delaware Secretary of State. In the event of the termination of this Merger Agreement as provided herein, this Merger Agreement shall forthwith become void and there shall be no liability hereunder on the part of Surviving Entity, Merging Entity or their respective officers and directors.

Section 7. Miscellaneous.

7.1 This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.


7.2 The internal law, not the law of conflicts, of the State of Illinois will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

7.3 This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or any reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, as of the day and year first written above.

VESUVIUS U S A CORPORATION,
AN ILLINOIS CORPORATION

By: 
Name: Steven Del Cotto
Its: Secretary

VESUVIUS CRUCIBLE COMPANY
A DELAWARE CORPORATION

By: 
Name: Steven Del Cotto
Its: Secretary

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS AND SOLE
SHAREHOLDER
OF
VESUVIUS USA CORPORATION
(an Illinois corporation)**

The undersigned, being the sole shareholder and all of the directors of Vesuvius USA Corporation, an Illinois corporation (the "Company"), hereby consent to and adopt the following resolutions:

APPROVAL OF MERGER

WHEREAS, the sole shareholder (the "Sole Shareholder") and all of the board of directors of the Company (the "Board") has determined that the merger of Vesuvius Crucible Company, a Delaware corporation (the "Merging Company"), with and into the Company, with the Company as the surviving entity (the "Merger"), is advisable and in the best interest of the Company.

NOW, THEREFORE, BE IT:

RESOLVED, that the Merger is hereby ratified, adopted, approved and confirmed in all respects.

RESOLVED, that the form, terms and provisions of that certain Agreement and Plan of Merger (the "Agreement and Plan of Merger"), among the Company and the Merging Company, attached hereto as Exhibit A, are hereby authorized, approved, adopted, ratified and confirmed in all respects by the Sole Shareholder and the Board of Directors.

RESOLVED, that any officer of the Company is hereby authorized, empowered and directed, in the name and on behalf of the Company:

- (i) to execute and deliver the Agreement and Plan of Merger, in the form attached hereto as Exhibit A, with such changes, additions and modifications as the officer executing the same may approve, such approval to be conclusively evidenced by any such officer's execution and delivery thereof; and
- (ii) to file one or more certificates or articles of merger (or similar instruments) (the "Certificates of Merger") with the Secretaries of State of the State of Delaware and the State of Illinois, and any other appropriate foreign jurisdictions.

RESOLVED, that any officer of the Company is hereby authorized and empowered to take any and all action, to execute any and all documents, agreements, powers of attorney, instruments and certificates (including, without limitation, all notices and certificates required to be given or made under the Agreement and Plan of

Merger and the Certificates of Merger), in the name and on behalf of the Company or otherwise, as such officer may deem necessary, advisable or appropriate to effectuate or carry out the purpose and intent of the foregoing resolutions and to perform the obligations of the Company under such agreements and instruments.

GENERAL AUTHORIZING RESOLUTIONS

RESOLVED, any officer of the Company, acting for and on behalf of the Company, is hereby authorized to take all actions and execute all instruments, agreements and certificates as such officer deems necessary, advisable or appropriate to carry out the foregoing resolutions.

RESOLVED, that all actions heretofore taken and all documentation heretofore delivered by any officer or agent of the Company in furtherance and anticipation of the foregoing resolutions are hereby ratified, adopted, approved and confirmed and declared to be binding and enforceable obligations of the Company in accordance with the respective terms and provisions thereof.

[Next Page is Signature Page]

This consent shall be effective as of December 15, 2017.

SOLE SHAREHOLDER:

VESUVIUS CRUCIBLE COMPANY

By: William Kelly
Name: William Kelly
Title: President, Chief Executive Officer & Treasurer

DIRECTORS:

William Kelly
William Kelly

Date of Execution: DECEMBER 15, 2017

Bill Cousineau
Bill Cousineau

Date of Execution: DECEMBER 15, 2017

Geoffroy Godin
Geoffroy Godin

Date of Execution: DECEMBER 15, 2017

Signature Page to Unanimous Written Consent of the Sole Shareholder & Board of Directors
of Vesuvius USA Corporation

TRADEMARK
REEL: 006268 FRAME: 0992

Exhibit A

Agreement and Plan of Merger

[See attached.]