MLHD 3/13/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-12-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: FEB. 25 2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: TITANIUM METALS CORPORATION

Execution Date Month Day Year: Feb. 25 2000

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2): 1201 Main Street, Suite 1625

Address (line 3): Dallas (City) Texas (State/Country) 75202 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Texas

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-661-9100

Name OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Address (line 1) Susan A. Joyce, Esq.

Address (line 2)

Address (line 3) 230 Park Avenue

Address (line 4) New York, New York 10169

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			SEE SCHEDULE A ANNEXED HERETO.		

Number of Properties

Enter the total number of properties involved. # 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 140.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello	Preston R. Cappello	3/10/00
Name of Person Signing	Signature	Date Signed

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated February 25, 2000, is by and between TITANIUM METALS CORPORATION, a Delaware corporation ("Debtor"), with its chief executive office at 1999 Broadway, Suite 4300, Denver, Colorado 80202 and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Secured Party"), having an office at 1201 Main Street, Suite 1625, Dallas, Texas 75202.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, 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 hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor and Titanium Hearth Technologies, Inc. ("THT", and together with Debtor, "Borrowers") as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, THT and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party 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, Debtor 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 (as hereinafter defined), Debtor hereby grants to Secured Party a

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continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (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; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrowers to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

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(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is listed on Exhibit A hereto, and Debtor has good and marketable title thereto, and Debtor has the right and power to grant the security interest and conditional assignment granted hereunder. Except as otherwise permitted herein or in the Loan Agreement, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Except as otherwise permitted herein or in the Loan Agreement, Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without prior written notice of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party and necessary (in the determination of Secured Party) to evidence, perfect, maintain, record or enforce in the United States the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor 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 country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto. Debtor may from time to time after the date hereof grant licenses with respect to the Collateral to the extent permitted under the Loan Agreement or as otherwise consented to in writing by Secured Party.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of

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the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party and necessary (in the determination of Secured Party) to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file 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, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party and necessary (in the determination of Secured Party) to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except as permitted herein or in the Loan Agreement.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party 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 Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would materially and adversely affect in any material respect the fair market value of the Collateral or that would adversely affect the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder.

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Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark if such use would reasonably be expected to have a Material Adverse Effect (as such term is defined in the Loan Agreement). If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest

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granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party 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.

(c) Secured Party 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 Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) 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. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

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

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements 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 Texas (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the District Court of Texas and the United States District Court for the Northern District of Texas and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter 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 Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY

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OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AN CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Titanium Metals Corporation 1999 Broadway, Suite 4300 Denver, Colorado 80202 Attention: General Counsel
If to Secured Party:	Congress Financial Corporation (Southwest) 1201 Main Street, Suite 1625 Dallas, Texas 75202 Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party 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

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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. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) 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.

(e) 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 Secured Party. Secured Party 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 Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party 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 Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

TITANIUM METALS CORPORATION

By: _____

Title: VP - Finance

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

By: _____

Title: Exec VP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of February, 2000, before me personally came J. Thomas Montgomery Jr. to me known, who being duly sworn, did depose and say, that he is the VP Finance of TITANIUM METALS CORPORATION, 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.

Sharon Kay Miller
Notary Public

SHARON KAY MILLER
Notary Public, State of New York
No. 41-4922738
Qualified in Queens County
Commission Expires April 4, 2000

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of February, 2000, before me personally came KENNETH M. SANDS, to me known, who, being duly sworn, did depose and say, that he is the Exec V.P. of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), 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.

Joanne DeFillippo
Notary Public

JOANNE DeFILLIPPO
Notary Public, State of New York
No. 01DE4988297
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Nov. 4, 2001

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Titanium Metals Corporation
Trademark Inventory
Registered and Pending Marks

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
CODE 12	Australia 0086 00110	Pending		09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Canada 0086 00131	Pending		09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Switzerland 0086 00135	Pending		09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	China 0086 00139	Pending	9900116910	09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Indonesia 0086 00184	Pending	D99-17352	09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								

JAN 12 '00 18:13 FR FINNEGAN HENDERSON 202 408 4400 TO 13032912990 P.03

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
CODE 12	India 0086 00187	Pending		09/29/99				

Comments

Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot

CODE 12	Japan 0086 00195	Pending		09/29/99				

Comments

Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot

CODE 12	Korea 0086 00202	Pending	99-36590	09/29/99				

Comments

Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot

CODE 12	Mexico 0086 00223	Pending	392873	09/29/99				

Comments

Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot

CODE 12	Norway 0086 00231	Pending	1999 09901	09/29/99				

Comments

Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
CODE 12	Russia 0086 00266	Pending		09/29/99				
Comments								
Goods/Services Titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Taiwan 0086 00270	Pending	88047874	09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Ukraine 0086 00284	Pending		09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	Kazakstan 0086 00319	Pending	14328	09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								
CODE 12	European Community 0086 00337	Pending	001326065	09/29/99				
Comments								
Goods/Services Common metals and alloys, including titanium strip, sheet, bar, plate, billet and ingot								

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
CODE-12	United States 0086 00286	Pending		3/29/1999				
Comments								
Goods/Services Titanium strip, sheet, bar, plate, billet and ingot								
CODEROLL	United States 0027 00286	Registered	72/409,622	12/7/1971	938,464	07/25/1972	07/25/2002	Renewal due
Comments								
Goods/Services Industrial grade flat rolled titanium and titanium alloy products								
CODEROLL	European Community 0027 00337	Registered	130328	4/1/1996	130328	08/15/1998	04/01/2006	Renewal application due
Comments								
Goods/Services Metal tubing								
CODEWELD	Benelux 0029 00118	Registered	38,721	4/1/1977	345,853	11/27/1977	04/01/2007	Renewal due
Comments								
Goods/Services Titanium and titanium alloy tubing								
CODEWELD	Germany 0029 00147	Registered	T 17772/6	2/21/1977	966,091	12/29/1977	02/21/2007	Renewal due
Comments								
Goods/Services Titanium and titanium alloy tubing								

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
ODEWELD	United Kingdom 0029 00164	Registered	1,076,458	3/31/1977	1,076,458	04/06/1979	03/31/2008	Renewal due
Comments								
Goods/Services Welded tubing made of titanium or of titanium alloys								
ODEWELD	Italy 0029 00191	Registered	33452 C/77	4/1/1977	349,157	03/28/1985	04/01/2007	Renewal due
Comments								
Goods/Services Titanium and titanium alloy tubing								
ODEWELD	United States 0029 00286	Registered	208,976	12/28/1964	804,128	02/22/1966	02/22/2006	Renewal due
Comments								
Goods/Services Titanium and titanium alloy tubing								
ODEWELD	European Community 0029 00337	Registered	130237	4/1/1996	130,237	09/30/1998	04/01/2006	Renewal due
Comments								
Goods/Services Metal tubing								
ERMAFLAT	United States 0026 00286	Registered	72/365,482	7/16/1970	912,320	06/08/1971	06/08/2001	Renewal due
Comments								
Goods/Services Titanium and titanium-base alloy plate								

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMET	Australia 0025 00110	Pending	771858	9/1/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET	Brunei 0025 00120	Registered	040,962	9/7/1978	355,009	05/23/1979	09/07/2008	Renewal due
Comments								
Goods/Services Titanium and titanium alloy casings and wrought products--namely, ingots, sheets, strips, plates, bars, billets, disks, rings, wire, tubing and extrusions								
TIMET	Canada 0025 00131	Pending	1004815	2/10/1999				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys.								
TIMET	China 0025 00139	Pending	9800113582	10/7/1998				
Comments								
Goods/Services Common, unprocessed, and half-processed metals and alloys, including titanium metals and titanium alloys								
TIMET	Germany 0025 00147	Registered	T 18390/6 Wz	3/7/1978	1010686	11/19/1980	03/07/2008	Renewal due
Comments								
Goods/Services Semi-finished and finished products made of titanium and titanium alloys, namely sponge, powder, casting, bar, billet, rod, wire, sheet, plate, strip and foil								

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
MET	France 0025 00162	Registered	064,682	9/24/1968	1,485,224	09/20/1978	08/26/2008	Renewal due
Comments								
Goods/Services								
MET	United Kingdom 0025 00164	Registered	1523973	1/15/1993	1,523,973	09/09/1994	01/15/2000	Renewal due
Comments								
Goods/Services Titanium and titanium alloys								
MET	Italy 0025 00191	Registered	35024C78	10/30/1978	362725	07/23/1985	09/24/2008	Renewal due
Comments								
Goods/Services Common metals, wrought and semi-wrought metals, and their alloys; anchors, anvils, bells, roller and casted building materials; tracks and other metal materials for railway; chains (except drive chains for vehicles); non electric cables and wires of common metals, locks, pipes and tubes of metal; safes and boxes; steel balls; horseshoes; nails and screws; other non precious metal products not included in other classes; ores								
MET	Japan 0025 00195	Registered	220394/1991	8/28/1978	1,490,347	11/27/1981	11/27/2001	Renewal due
Comments								
Goods/Services Titanium and titanium alloys and other nonferrous metals; and all other goods in Class 6								
MET	Russia 0025 00266	Pending	98714529	8/31/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

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TRADEMARK

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMET	Ukraine 0025 00264	Pending	98083482/T	8/31/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET	United States 0025 00286	Registered	171,817	5/25/1978	1,127,794	12/18/1979	12/18/1999	Renewal due
Comments								
Goods/Services								
TIMET	Kazakstan 0025 00319	Pending	12969	11/24/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET	European Community 0025 00337	Registered	130351	4/1/1996	130351	08/12/1998	04/01/2006	Renewal application due
Comments								
Goods/Services Metals and alloys								
TIMET & Design	Switzerland 0093 00135	Pending		10/01/99				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMET & Design	India 0093 00187	Pending		10/01/99				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET & Design	Mexico 0093 00223	Pending	402476	12/08/99				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET & Design	Taiwan 0093 00270	Pending	88048307	10/01/99				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMET & Triangle Design	United States 0093 00286	Pending		3/29/1999				
Comments								
Goods/Services Titanium and titanium alloy castings and wrought products; namely, pipe and fittings in international Class 14								
TIMET and Triangle Design	Australia 0030 00110	Pending	771857	9/1/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

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ark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
MET and Triangle Design	Canada 0030 00131	Pending	1004814	2/10/1999				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
MET and Triangle Design	China 0030 00139	Pending	9800113584	10/7/1998				
Comments								
Goods/Services Common, unprocessed, and half-processed metals and alloys, including titanium metals and titanium alloys								
MET and Triangle Design	United Kingdom 0030 00164	Registered	1523958	1/15/1993	1523958	09/30/1994	01/15/2000	Renewal due
Comments								
Goods/Services Titanium and titanium alloys								
MET and Triangle Design	Japan 0030 00195	Pending	10-74308	8/31/1998				
Comments								
Goods/Services Irons and steels, titanium and its alloys, and miscellaneous non-ferrous metals and their alloys								
MET and Triangle Design	Norway 0030 00231	Pending	1998.07835	9/1/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMETAL	Australia 0061 00110	Pending	771856	9/1/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMETAL	Canada 0061 00131	Pending	1004816	2/10/1999				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMETAL	China 0061 00139	Pending	9800113583	10/7/1998				
Comments								
Goods/Services Common, unprocessed, and half-processed metals and alloys, including titanium metals and titanium alloys								
TIMETAL	Germany 0061 00147	Registered	T33137/6Wz	3/26/1992	2046163	10/01/1993	03/26/2002	Renewal due
Comments								
Goods/Services Titanium								
TIMETAL	France 0061 00162	Registered	92/412083	4/1/1992	92/412083	04/01/1992	04/01/2002	Renewal due
Comments								
Goods/Services Titanium								

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REEL: 002048 FRAME: 0102

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMETAL	United Kingdom 0061 00164	Registered	1497036	4/10/1992	1497036	04/10/1992	04/10/1999	Renewal due
Comments								
Goods/Services Titanium and titanium alloys								
TIMETAL	Italy 0061 00191	Registered	RM92C002175	5/27/1992	638672	12/21/1994	05/27/2002	Renewal due
Comments								
Goods/Services Titanium								
TIMETAL	Japan 0061 00195	Registered	41070/1992	3/27/1992	2,694,658	09/30/1994	09/30/2004	Renewal due
Comments								
Goods/Services Titanium								
TIMETAL	Sweden 0061 00256	Registered	92-4279	5/6/1992	246 806	02/19/1993	02/19/2003	Renewal due
Comments								
Goods/Services Titanium								
TIMETAL	Russia 0061 00266	Pending	98714531	8/31/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

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TRADEMARK

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TIMETAL	Ukraine 0061 00284	Pending	98083481/T	8/31/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMETAL	United States 0061 00286	Registered	74/246,525	2/14/1992	1,801,386	10/26/1993	10/26/2003	Renewal due
Comments								
Goods/Services Titanium								
TIMETAL	Kazakstan 0061 00319	Pending	12697	11/24/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								
TIMETAL	European Community 0061 00337	Registered	130286	4/1/1996	130286	08/05/1998	04/01/2006	Renewal application due
Comments								
Goods/Services Metals and alloys								
TITANIUM METALS CORPORATION	Spain 0090 00156	Pending	2182316	9/1/1998				
Comments								
Goods/Services Metals and alloys, including titanium metals and titanium alloys								

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
TITANIUM METALS CORPORATION	France 0090 00162	Registered	98/747802	8/31/1998	98/747,802	02/12/1999	08/31/2008	Renewal application due

Comments

Goods/Services Metals and alloys, including titanium metals and titanium alloys

TITANIUM METALS CORPORATION	Italy 0090 00191	Pending	RM98C004484	9/7/1998				

Comments

Goods/Services Metals and alloys, including titanium metals and titanium alloys

TITANIUM METALS CORPORATION OF AMERICA	France 0031 00162	Registered	64681	9/24/1968	5449	09/24/1988	08/25/2008	Renewal due

Comments

Goods/Services Unwrought and partly wrought common metals and their alloys: anchors, anvils, bell, rolled and cast building materials, rails and other metallic materials for railway tracks; chains (except driving chains for vehicles); cables and wires (non-electric); locksmiths work; metallic pipes and tubes; safes and cash boxes; steel balls; horseshoes; nails and screws; other goods in non-precious metal not included in other classes; ores

TITANIUM METALS CORPORATION OF AMERICA	Italy 0031 00191	Registered	64681	9/24/1968	546953	09/24/1968	09/24/2008	Renewal due

Comments

Goods/Services Unwrought and partly wrought common metals and their alloys: anchors, anvils, bell, rolled and cast building materials, rails and other metallic materials for railway tracks; chains (except driving chains for vehicles); cables and wires (non-electric); locksmiths work; metallic pipes and tubes; safes and cash boxes; steel balls; horseshoes; nails and screws; other goods in non-precious metal not included in other classes; ores

Exhibit B

Licensing Agreements

1. License Agreement dated June 30, 1997 between Titanium Metals Corporation and Valtimet, SAS

2. License Agreement dated June 30, 1997 between LASAB Laser Applikations und Bearbeitungs, GmbH and Titanium Metals Corporation

3. License Agreement dated June 30, 1997 between Valinox Welded, SA and Valtimet, SAS

4. Technology Sublicense Agreement dated July 31, 1996 between TIMET Savoie and Compagnie Europeenne du Zirconium--CEZUS

5. US Technology Agreement dated July 31, 1996 between Titanium Metals Corporation and TIMET Savoie, SA

6. UK Technology Agreement dated July 31, 1997 between TIMET UK Ltd. and TIMET Savoie SA

7. Cross License Agreement dated June 25, 1996 between TIMET UK Ltd. and Titanium Metals Corporation (with Amendment No. 1 dated July 12, 1996

8. Exclusive License (no given date) between Titanium Metals Corporation and United States of America, as represented by The Secretary of the Navy

9. License Agreement dated August 1, 1980 between Alcan International Limited and TIMET Division of Titanium Metals Corporation of America

10. Technology Transfer Agreement dated April 4, 1986 between Nippon Steel Corporation and Titanium Metals Corporation of America (with Amendment Nos. 1-3)

11. Agreement dated August 7, 1991 between Titanium Metals Corporation and Nippon Steel Corporation

12. Commercial Grade Zirconium Supply Agreement dated September 23, 1999 (effective May 1, 1999) between Compagnie Europeenne du Zirconium--CEZUS, SA and Titanium Metals Corporation

13. Sublicense and Technical Assistance Agreement by and between Union Titanium Sponge Corporation and Titanium Metals Corporation of America, dated May 30, 1990.

14. Settlement Agreement effective July 28, 1992 between Axel Johnson Metals, Inc. and Teledyne Industries, Inc.

15. Miscellaneous software and similar licenses (including SAP)

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EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that TITANIUM METALS CORPORATION ("Debtor"), having an office at 1999 Broadway, Suite 4300, Denver, Colorado 80202 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (SOUTHWEST) ("Secured Party"), and each of its 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 Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks 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 Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: February__, 2000

TITANIUM METALS CORPORATION

By:_____

Title:_____

TRADEMARK
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EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date	Expiration Date
CODEROLL	938,484	7/25/71	
CODEWELD	804,128	2/22/66	
PERMAFLAT	912,320	6/8/71	
TIMET	1,127,794	12/18/79	
TIMETAL	1,801,386	10/26/93	

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