

10-09-2001
101867298

To the Honorable Commissioner of Patents and Trademarks: Please return original documents or copy thereof.

1. Name of conveying party(ies): **10/73**
TubeCity, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heller Financial, Inc., as Agent
Internal
Address: _____
Street Address: 500 W. Monroe Street
City: Chicago State: IL Zip: 60661
 Individual(s) citizenship _____
 Association _____
 General Partnership OCT - 1
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Reaffirmation & Amendment to Trademark Mortgage 8/24/01
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/737799 and 75/547879
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1751594
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Maisha Gibson, Paralegal
Internal Address: _____
Street Address: Goldberg, Kohn et al.
55 E. Monroe St., Suite 3700
City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: **3**
7. Total fee (37 CFR 3.41)..... \$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Maisha Gibson *Maisha Gibson* September 28, 2001
Name of Person Signing Signature Date
LMUELLER 00000174 75737799 **4**

Total number of pages including cover sheet, attachments, and document: **4**

10/09/2001
01 FC:481
02 FC:482

40.00 DP
50.00 DP
documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**REAFFIRMATION AND AMENDMENT
(Trademark Mortgage)**

Recitals

A. Heller Financial, Inc., as Agent ("Agent") and Tube City, Inc. ("TCI") are parties to that certain Trademark Mortgage, dated as of August 17, 1999 (the "Mortgage").

B. TCI and Tube City Olympic of Ohio, Inc. ("TCOOI") wish to enter into that certain Amended and Restated Loan and Security Agreement dated as of August 24, 2001 among TCI, TCOOI, Agent and the Lenders parties thereto (as the same may be amended, amended and restated or otherwise modified from time to time, and including any and all renewals and extensions thereof, the "Amended and Restated Loan Agreement").

C. It is a condition precedent to the effectiveness of the Amended and Restated Loan Agreement that TCI shall have executed and delivered this Reaffirmation and Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Reaffirmation and Amendment shall have the meanings ascribed thereto in the Mortgage.

2. Agreements. Agent and TCI hereby agree that, upon the effectiveness of the Amended and Restated Loan Agreement, the Mortgage shall be, and hereby is, amended as follows:

(i) The defined term "Loan Agreement" as used in the Mortgage is hereby amended to mean the Amended and Restated Loan Agreement.

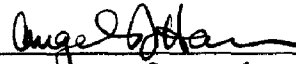
(ii) Each reference in the Mortgage to "Mortgagor's Obligations" shall include all Obligations of TCOOI.

Except as set forth above, the Mortgage shall remain unmodified and in full force and effect. TCI hereby (i) reaffirms its obligations and liabilities under the Mortgage, as amended hereby, (ii) reaffirms its representations and warranties contained in the Mortgage with the same effect as if such representations were made on the date hereof, and (iii) acknowledges that the Mortgage shall remain in full force and effect following the execution and delivery of the Amended and Restated Loan Agreement.

This Reaffirmation and Amendment is dated as of the 24th day of August,

2001.

HELLER FINANCIAL, INC., as Agent

By 
Its Vice President

TUBE CITY, INC.

By 
Its Sr. V.P. - Finance and Administration