

01-22-2002



101953710

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-22-02

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

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Ansonia Copper & Brass, Inc.

Execution Date
Month Day Year
03/30/2001

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) Lee Farm Corporate Park

Address (line 2) 83 Wooster Heights Road

Address (line 3) Danbury

CT

State/Country

06810

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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)

Citizenship/State of Incorporation/Organization New York

01/22/2002 DBYRNE 00000104 1036080

FOR OFFICE USE ONLY

01 FC: 401
02 FC: 402

40.00 OP
25.00 OP

0000113478
01/22/2002 DBYRNE

Checked Total: \$25.00

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.

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)

Trademark Application Number(s)	Registration Number(s)
<input type="text"/>	<input type="text" value="1036080"/>
<input type="text"/>	<input type="text" value="0046251"/>
<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

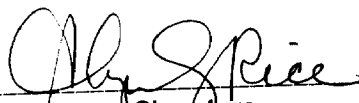
Authorization to charge additional fees:

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.

Cheryl Gabes Rice, Esq.
Name of Person Signing


Signature

January 17, 2002
Date Signed

**FORM OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 30, 2001, is made by Ansonia Copper & Brass, Inc., a Delaware corporation ("Grantor" or "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Borrower and GECC (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), GECC has agreed to make the Loans for the benefit of the Borrower; and

WHEREAS, GECC is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to GECC this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment of all the Obligations of the Borrower now or hereafter existing from time to time, Grantor hereby pledges and grants to GECC a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or

Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto;

(b) to the best of Grantor's knowledge, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(c) to the best of Grantor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(d) to the best of Grantor's knowledge, each of the Patents is valid and enforceable;

(e) to the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;

(f) except as may have been disclosed in the Loan Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(g) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, proper statutory notice in connection with its use of the Trademarks;

(h) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;

(i) Grantor has the unqualified right to enter into this Intellectual Property Security Agreement and perform its terms;

(j) this Intellectual Property Security Agreement has been duly executed and delivered to GECC by Grantor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

(k) this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of GECC in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor;

(l) upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect GECC's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken; and

(m) the execution, delivery and/or performance by Assignor of this Intellectual Property Security Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of

Incorporation or By-Laws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

4. COVENANTS. Grantor covenants and agrees with GECC that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify GECC immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, the effect of which will have a Material Adverse Effect on Grantor's business operations or financial condition.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving GECC prior written notice thereof, and, upon request of GECC, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to GECC) to evidence GECC's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall have the duty to prosecute diligently any trademark, patent and copyright applications pending as of the date of this Intellectual Property Security Agreement or thereafter until the Termination Date, to preserve and maintain all rights in the patents, trademarks and copyrights, the registration of trademarks, copyrights and issued patents, and any patent, trademark and copyright applications; provided, however, that so long as no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of GECC which consent shall not be unreasonably withheld, permit to lapse or expire those patents, trademarks and copyrights or applications therefor, which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment permit to lapse or expire. Provided that no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of the GECC which consent shall not be unreasonably withheld, abandon any right to file a patent, trademark or copyright application in the United States which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment choose to abandon.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify GECC promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as GECC shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. All of GECC's rights and remedies with respect to the Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be

cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Grantor hereby acknowledges and affirms that this Intellectual Property Security Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement, and that the rights and remedies of GECC with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

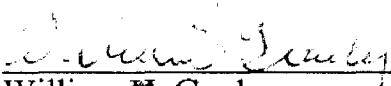
9. POWER OF ATTORNEY. Grantor acknowledges and agrees that the Power of Attorney executed and delivered to GECC as part of the Loan Agreement is a general Power of Attorney, and the rights granted to GECC under such Power of Attorney extend to and may be exercised by GECC in connection with this Intellectual Property Security Agreement and that such rights include, without limitation, the right, if an Event of Default has occurred and is continuing, to assign or otherwise transfer (on behalf of the Grantor) any and all Intellectual Property Collateral. The powers conferred on GECC under the Power of Attorney are solely to protect GECC's interests in the Collateral, including the Intellectual Property Collateral, and shall not impose any duty upon it to exercise any such powers. GECC agrees not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Grantor authorizes GECC to file any financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law.

10. Authorization To Amend. Grantor hereby authorizes GECC to modify this Intellectual Property Security Agreement at any time without the need for a formal amendment or the consent or signature of the Grantor in order to amend Schedule I, Schedule II or Schedule III to include any future Trademarks, Patents or Copyrights applied for or obtained by the Grantor.

11. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

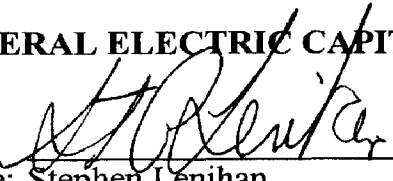
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANSONIA COPPER & BRASS, INC.

By: 
Name: William H. Grady
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Stephen Lenihan
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Two-Hole Extrusion	3404967	October 8, 1968
Edge Contouring of Metal Strip and Metal Strip Product	3469430	September 30, 1969
Method of Producing Dual Gauge Strip	3488989	January 13, 1970
Unitary Carton and Reusable Shipping Package Therefor	3541052	November 17, 1970
Self-Indicating Clamping Bolt	3561317	February 9, 1971
Copper-Boron- Sulfur Alloy and Method of Treatment	3595705	July 27, 1971
Method for Welding	3716908	February 20, 1973
Method for Simultaneous Reduction of Hexavalent Chromium and Cementation of Copper	3748124	July 24, 1973
Method and Apparatus for Forming and Accurately Dimensioned Metal Strip Having Varying Thickness	3834207	September 10, 1974
Method and Apparatus for Pre-Heating and Adding Master Alloy to a Copper Melt	3836360	September 17, 1974
Method of Producing a Metal Strip Including a Longitudinal Channel by Roll-Form Reduction of a Multi-Gage Strip	3850019	November 26, 1974

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Method of Forming a Strip Having Substantially Differing Thicknesses	3869899	March 11, 1975
Silicon Brass Resistant to Parting Corrosion	3900349	August 19, 1975
Method of Monitoring the Active Roughening Agent in a Copper Plating Bath	3925168	December 9, 1975
Copper-Based Alloy with Improved Conductivity and Softening Properties	4650650	March 17, 1987

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
DZISTALLOY	1036080	March 23, 1976
TOBIN BRONZE	0046251	September 12, 1905

II. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Date</u>
None		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

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