

05-14-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Roessing Bronze Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Pennsylvania
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 12/19/01

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

Address: Suite 2800

Street Address: 625 Liberty Avenue

City: Pittsburgh State: PA Zip: 15222

- ☐ Individual(s) citizenship _____
☒ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 724,122

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey J. Conn, Esquire

Internal Address: Thorp Reed & Armstrong, LLO

One Oxford Centre

14th Floor

Street Address: 301 Grant Street

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

05/13/2002 DBYRNE 00000262 724122

01 FC:481

40.00 00

Jill W. Sabo

Name of Person Signing

Signature

April 23, 2002

Date

19

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

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

TRADEMARK
REEL: 2504 FRAME: 0907

**SECOND AMENDED AND RESTATED
SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that ROESSING BRONZE COMPANY, a Pennsylvania corporation with its principal office at Myoma Road, Mars, Pennsylvania 16046 (hereinafter called "Assignor"), intending to be legally bound, hereby appoints and constitutes, to the extent permitted by law, Fleet National Bank, a national banking association, with offices at CNG Tower, 625 Liberty Avenue, Suite 2800, Pittsburgh, Pennsylvania 15222 (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform, in the event of the occurrence of an Event of Default, as specified in the Security Agreement and Mortgage-Trademarks referred to below, the following acts on behalf of Assignor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the trademarks, trade names and designs listed in Schedule A, together with the good will of the business symbolized by such trademarks, trade names and designs, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

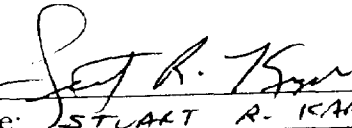
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.


This power of attorney is made pursuant to a Security Agreement and Mortgage-Trademarks, dated as of the date hereof, between Assignor and Assignee and takes effect solely for the purpose of paragraph 2 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Loans" as defined in such Security Agreement and Mortgage-Trademarks.

Dated: December 19, 2001

ATTEST

ROESSING BRONZE COMPANY

By: 
Name: STUART R. KIERAN
Title: Assistant Secretary

By: 
Name: Alfred D. Barbour
Title: President

**FIRST AMENDED AND RESTATED
SECURITY AGREEMENT AND MORTGAGE - TRADEMARKS**

Security Agreement and Mortgage - Trademarks (this "Trademark Security Agreement"), made as of this 19th day of December, 2001, by Roessing Bronze Company, a Pennsylvania corporation, with offices at Myoma Road, Mars, Pennsylvania 16046 ("Roessing"), and Fleet National Bank, a national banking association, with offices at CNG Tower, 625 Liberty Avenue, Suite 2800, Pittsburgh, Pennsylvania 15222 (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to a certain Second Amended and Restated Loan Agreement, dated of even date herewith, by and between Roessing, Concast Birmingham, Inc., a Pennsylvania corporation ("Concast"), A Cubed Corporation, a Pennsylvania corporation ("A Cubed") (Roessing, Concast and A Cubed are each, a "Borrower" and collectively, the "Borrowers"), and the Secured Party (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Loan Agreement"), (i) the Secured Party has agreed to extend credit to the Borrowers and (ii) Roessing has agreed, among other things, to grant to the Secured Party a security interest in Roessing's assets, including, without limitation, its trademarks, trademark applications, trade names and designs pursuant to the terms and conditions of this Trademark Security Agreement.

WHEREAS, Roessing has adopted and is using the trademarks, trade names and designs listed in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Roessing agrees as follows:

1. Incorporation of the Loan Agreement. The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Security Interest in Trademarks and Goodwill. As security for the full and timely payment of the Debt, Roessing hereby grants and conveys to the Secured Party a Lien and security interest in, all Roessing's right, title and interest in and to all of its now owned or existing and filed or hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names, trademark applications, service marks, service mark registrations, service names, service mark applications and designs, including, without limitation, the trademarks, trademark registrations, trade names, trademark applications, service marks, service mark registrations, service names, service mark applications and designs listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past and future infringements and/or dilution thereof, (c) the right to sue for past, present and future

infringements and/or dilution thereof, and (d) all rights corresponding thereto through out the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the goodwill of Roessing’s business, including, without limitation, such goodwill connected with and symbolized by the Trademarks.

Roessing hereby grants to the Secured Party the right to require Roessing to maintain the quality of the goods and services associated with the Trademarks.

3. Restrictions on Future Security Interests. Roessing agrees that until the Debt shall have been satisfied in full and the Loan Agreement and all Loan Documents shall have been terminated, Roessing will not, without the Secured Party's prior written consent, enter into any agreement relating to the Trademarks and Roessing further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Secured Party under this Trademark Security Agreement.

4. New Trademarks. Roessing represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks now owned by Roessing necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. Roessing hereby authorizes the Secured Party as its attorney in fact to modify this Trademark Security Agreement by amending Schedule A to include any future Trademarks, as applicable, under Paragraph 2 above or under this Paragraph 4, and to file or refile this Trademark Security Agreement with the United States Patent and Trademark Office.

5. Representations and Warranties. Roessing represents, warrants, covenants and agrees as follows:

(a) Roessing owns the Trademarks listed in Schedule A; to the extent indicated in Schedule A, the Trademarks are registered in the United States Patent and Trademark Office; Roessing is the record owner of such registrations and all Trademarks are subsisting, have not been adjudged invalid or unenforceable, in whole or in part, and are valid and enforceable.

(b) Roessing has the right and power to grant the security interest granted in this Trademark Security Agreement; and the Trademarks are not now, and will not at any time be, subject to any Liens or claims of any nature whatsoever created by or through Roessing, except in favor of the Secured Party.

(c) This Trademark Security Agreement does not violate and is not in contravention of any other agreement to which Roessing is a party which would have a Material Adverse Effect or any judgment or decree by which Roessing is bound and does not require any consent under any other agreement to which Roessing is a party or by which Roessing is bound. Roessing hereby authorizes the Patent and Trademark Office to issue any and all certificates of

registration on all Trademarks a to the Secured Party following the occurrence of an Event of Default as the grantee of the pledge of Roessing's entire interest;

(d) Except to the extent that the Secured Party, upon prior written notice from Roessing, shall consent, Roessing will not assign, sell, transfer or otherwise dispose of, mortgage, pledge, hypothecate, grant a security interest in or Lien upon, license, encumber or otherwise allow any claim to be created against any of the Trademarks.

(e) Roessing will take all reasonable steps necessary to maintain and defend the Trademarks and registrations of the Trademarks in the United States Patent and Trademark Office, or any similar office, including, without limitation, filing of affidavits of use and incontestability and renewal applications, and taking part in opposition, interference and cancellation proceedings.

(f) Roessing will perform all acts and execute any documents, including, without limitation, assignments suitable for filing with the United States Patent and Trademark Office and UCC financing statements, reasonably requested of it by the Secured Party at any time to evidence, perfect and maintain the rights in the Trademarks granted to the Secured Party under this Trademark Security Agreement. Roessing will promptly notify Secured Party at the time Roessing adopts for use in its business any Trademarks not described on Schedule A to this Trademark Security Agreement and files any applications to register a Trademark. To the extent permitted by Law, Roessing hereby authorizes the Secured Party to execute and file such assignments and financing statements (and/or similar documents) with respect to the Trademarks, or copies thereof or of this Trademark Security Agreement, signed only by the Secured Party.

6. Royalties; Terms. Roessing hereby agrees that the use by the Secured Party of all Trademarks as described above shall be worldwide and without any liability for royalties or other related charges from the Secured Party to Roessing. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the Trademarks assigned hereunder or (ii) the Debt has been satisfied in full and the Loan Agreement and all other Loan Documents have been terminated.

7. Upon the occurrence of an Event of Default, then, in addition to all other rights and remedies of the Secured Party, whether under Law, the Loan Agreement or otherwise, the Secured Party may, without notice to, or consent by, Roessing, (a) grant itself a license to use the Trademarks, or any of them, without payment of any kind, until all inventories of finished goods produced for Roessing and/or ingredients and/or packaging materials unique to Roessing's products are sold or consumed; (b) assign, sell or otherwise dispose of or use the Trademarks, or any of them, either with or without special or other conditions or stipulations, with power to buy the Trademarks or any part of it, and with power also to execute assurances, and to do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and (c) in order to implement any such assignment, sale or other disposal of any of the Trademarks, pursuant to the authority granted in the Power of Attorney described in paragraph 9 of this Trademark Security Agreement (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of Roessing, one or more instruments of assignment of the Trademarks (or any application

or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office. Roessing agrees to pay all reasonable costs and expenses incurred in any such transfer, including any taxes, filing or recording fees, reasonable attorneys' fees and all reasonable travel and other expenses, and all such costs, to the extent paid by the Secured Party, shall be added to the Loans. The Secured Party may apply the proceeds actually received from any such assignment, sale or other disposition to the reasonable costs and expenses thereof and/or to the Loans; and Roessing shall remain liable and will pay the Secured Party on demand any deficiency remaining and the balance of any expenses unpaid. Nothing contained in this Trademark Security Agreement shall be construed as requiring the Secured Party to take any action at any time.

8. Duties of Roessing. Except as may be otherwise agreed to by the Secured Party, Roessing shall have the duty to (i) prosecute diligently any trademark or service mark application made by it pending as of the date hereof or thereafter until the Debt shall have been satisfied in full, (ii) make application on any unpatented but patentable inventions, on trademarks and service marks, and (iii) preserve and maintain all of its rights in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with the duties set forth in this Paragraph 8 shall be borne by Roessing. Roessing shall not abandon any right to file a trademark application or any pending trademark application Trademark without the consent of the Secured Party.

9. Concurrently with the execution and delivery of this Trademark Security Agreement, Roessing is executing and delivering to the Secured Party a First Amended and Restated Assignment for Security suitable for recording in the United States Patent and Trademark Office, in the form of Exhibit 1 to this Trademark Security Agreement, and two originals of a Second Amended and Restated Special Power of Attorney, in the form of Exhibit 2 to this Trademark Security Agreement, for the Secured Party's use in the assignment, sale or other disposal of the Trademarks (or any applications or registrations thereof) pursuant to paragraph 7 of this Trademark Security Agreement. Roessing hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted therein other than gross negligence or willful misconduct of the Secured Party.

10. Right of Roessing and/or the Secured Party to Sue. Roessing may enforce its rights in the Trademarks with or without the Secured Party's participation. If requested by Roessing, the Secured Party shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Secured Party shall have the same rights, if any, as Roessing has, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and, if the Secured Party shall commence any such suit, Roessing shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and Roessing shall promptly, upon demand and as part of the Debt, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Paragraph 10.

11. Termination. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, upon payment and performance in full of the Loans and

termination of the Loan Agreement, this Trademark Security Agreement shall terminate and be of no further force and effect and Secured Party shall thereupon terminate its security interest in the Trademarks. Until such time, however, this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that, without the prior written consent of Secured Party, the Roessing may not assign this Trademark Security Agreement or any of its rights under this Trademark Security Agreement or delegate any of its duties or obligations under this Trademark Security Agreement, and any such attempted assignment or delegation shall be null and void. This Trademark Security Agreement is not intended and shall not be construed to obligate the Secured Party to take any action whatsoever with respect to the Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of the Roessing.

12. Severability. The provisions of this Trademark Security Agreement are intended to be severable. If any provision of this Trademark Security Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Trademark Security Agreement in any jurisdiction.

13. Waivers. No failure or delay on the part of Secured Party in exercising any right, remedy, power or privilege under this Trademark Security Agreement shall operate as a waiver thereof or of any other right, remedy, power or privilege of Secured Party under this Trademark Security Agreement or the Loan Agreement nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of Secured Party under this Trademark Security Agreement are cumulative and not exclusive of any rights or remedies which it may otherwise have.

14. Notices. All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of this Trademark Security Agreement shall be deemed to have been given or made when personally delivered or when deposited in the mail, postage prepaid, or in the case of telegraphic notice, addressed, if to Roessing, at Myoma Road, Mars, Pennsylvania 16046 and, if to Secured Party, at One Oxford Centre, Suite 1500, Pittsburgh, Pennsylvania 15219 or in accordance with the latest unrevoked written direction from either party to the other party.

15. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

16. Jurisdiction. Roessing consents to the exclusive jurisdiction and venue of the federal and state courts located in Allegheny County, Pennsylvania in any action on, relating to or mentioning this Trademark Security Agreement.

17. Governing Law. This Trademark Security Agreement shall be deemed to be a contract under the Laws of the Commonwealth of Pennsylvania and the execution and delivery of this Trademark Security Agreement and the terms and provisions of this Trademark

Security Agreement shall be governed by and construed in accordance with the Laws of that Commonwealth and, to the extent applicable or governing, the Laws of the United States of America.

18. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon Roessing and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns.

19. Amendment and Restatement. This Trademark Security Agreement amends and restates that certain Security Agreement and Mortgage – Trademarks, dated as of April 7, 1995, by and between Roessing and Shawmut Capital Corporation, a Connecticut corporation (“Shawmut”) as amended by that certain First Amendment to Security Agreement and Mortgage – Trademarks, dated as of August 2, 1995, by and between Roessing and Shawmut and as assigned to the Secured Party by that certain Assignment and Assumption Agreement, dated as of September 24, 1996, by and among Fleet Capital Corporation, a Rhode Island corporation (successor in interest to Shawmut), the Secured Party, Roessing and Concast.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Security Agreement as of the day and year first above written.

ATTEST

Roessing Bronze Company

By: [Signature]
Name: STUART K. KARAN
Title: Assistant Secretary

By: [Signature]
Name: Alfred D. Barbour
Title: President

[Corporate Seal]

Fleet National Bank

By: [Signature]
Name: Edward McKenney
Title: S.V.P.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

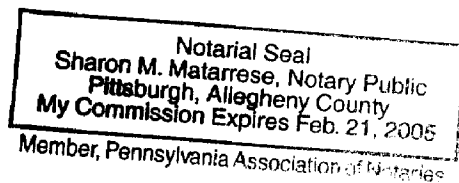
On this, the 19th day of December, 2001, before me, a Notary Public, personally appeared Alfred D. Barbour, who acknowledged himself to be the President of Roessing Bronze Company, a Pennsylvania corporation (the "Corporation"), and that he, as such officer, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marco L. Notarrese
Notary Public

(Notarial Seal)

My Commission Expires:



Schedule A to Trademark Security Agreement

TRADEMARKS OWNED BY ROESSING BRONZE COMPANY

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Date of Expiration</u>
CONCAST	724,122	11/21/1961	11/21/2011

EXHIBIT 1

FIRST AMENDED AND RESTATED
ASSIGNMENT FOR SECURITY
TRADEMARKS

WHEREAS, ROESSING BRONZE COMPANY, a Pennsylvania corporation (the "Assignor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Second Amended and Restated Loan Agreement, dated of even date herewith, by and among the Assignor, Concast Birmingham, Inc., a Pennsylvania corporation ("Concast"), A Cubed Corporation, a Pennsylvania corporation ("A Cubed") (Assignor, Concast and A Cubed are collectively, the "Borrowers"), and Fleet National Bank, a national banking association ("Assignee") (the "Loan Agreement"), the Borrowers are obligated to the Assignee and Assignor has entered into that certain First Amended and Restated Security Agreement and Mortgage – Trademarks, dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Debt (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Loans.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

Assignor's address is CNG Tower, 625 Liberty Avenue, Suite 2800, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 19th day of December, 2001.

ATTEST

ROESSING BRONZE COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Corporate Seal]

TRADEMARKS OWNED BY ROESSING BRONZE COMPANY

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Date of Expiration</u>
CONCAST	724,122	11/21/1961	11/21/2011

**SECOND AMENDED AND RESTATED
SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that ROESSING BRONZE COMPANY, a Pennsylvania corporation with its principal office at Myoma Road, Mars, Pennsylvania 16046 (hereinafter called "Assignor"), intending to be legally bound, hereby appoints and constitutes, to the extent permitted by law, Fleet National Bank, a national banking association, with offices at CNG Tower, 625 Liberty Avenue, Suite 2800, Pittsburgh, Pennsylvania 15222 (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform, in the event of the occurrence of an Event of Default, as specified in the Security Agreement and Mortgage-Trademarks referred to below, the following acts on behalf of Assignor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the trademarks, trade names and designs listed in Schedule A, together with the good will of the business symbolized by such trademarks, trade names and designs, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage-Trademarks, dated as of the date hereof, between Assignor and Assignee and takes effect solely for the purpose of paragraph 2 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Loans" as defined in such Security Agreement and Mortgage-Trademarks.

Dated: December 19, 2001

ATTEST

ROESSING BRONZE COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TRADEMARKS OWNED BY ROESSING BRONZE COMPANY

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Date of Expiration</u>
CONCAST	724,122	11/21/61	11/21/2011

FIRST AMENDED AND RESTATED
ASSIGNMENT FOR SECURITY
TRADEMARKS

WHEREAS, ROESSING BRONZE COMPANY, a Pennsylvania corporation (the "Assignor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Second Amended and Restated Loan Agreement, dated of even date herewith, by and among the Assignor, Concast Birmingham, Inc., a Pennsylvania corporation ("Concast"), A Cubed Corporation, a Pennsylvania corporation ("A Cubed") (Assignor, Concast and A Cubed are collectively, the "Borrowers"), and Fleet National Bank, a national banking association ("Assignee") (the "Loan Agreement"), the Borrowers are obligated to the Assignee and Assignor has entered into that certain First Amended and Restated Security Agreement and Mortgage – Trademarks, dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Debt (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Loans.

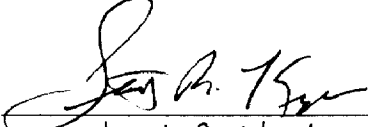
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

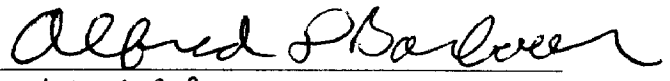
Assignor's address is CNG Tower, 625 Liberty Avenue, Suite 2800, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 19th day of December, 2001.

ATTEST

ROESSING BRONZE COMPANY

By: 
Name: Stuart R. Kaplan
Title: Assistant Secretary

By: 
Name: Alfred O. Barbour
Title: President

[Corporate Seal]

TRADEMARKS OWNED BY ROESSING BRONZE COMPANY

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Date of Expiration</u>
CONCAST	724,122	11/21/1961	11/21/2011