

06-26-2002



102135772

*RE*

OFFICE OF  
FINANCE SECTION  
2002 MAR -4 PM 11:23

To the Honorable Commissioner of Patents and Trademarks

ed original documents or copy thereof.

1. Name of conveying party(ies):  
**Ormet Primary Aluminum Corporation**

3-4-02

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other

6-19-02

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

2. Name and address of receiving party(ies)

Name: **Regiment Capital II, L.P.**  
 Internal  
 Address:  
 Street Address: **70 Federal Street, 7<sup>th</sup> Floor**  
 City: **Boston** State: **MA** Zip: **02110**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership **Delaware**  
 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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: **February 20, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 1,952,267    2,076,238    1,176,545  
 2,114,522    1,091,549

Additional number(s) attached  Yes  No

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

Name: **Santo Manna, Esq.**  
 Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: ..... [ 5 ]

7. Total fee (37 CFR 3.41).....\$<sup>151</sup> 140.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 - Schulte Roth & Zabel**

(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.*

**SANTO MANNA**      *[Signature]*      3/1/02

Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document:  8

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

9191328.1

04/02/2002 AAHMED1 00000022 500675 1982267

01 FC+481 40.00 FH

02 FC+482 375.00 FH

TRADEMARK REEL: 002531 FRAME: 0215

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

**Trademarks and Trademark Applications**

<u>Trademark/Trade Name</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Satin Plus - U.S.	1,982,267	6/25/96
VelvetFlow - U.S.	2,114,522	11/18/97
Velvet Flow and Design - U.S.	2,076,238	7/1/97
Burnside - U.S.	1,091,549	5/16/78
Burnside Bulk Marine Terminal	430,435 330,505	2/22/85 5/26/75
Burnside Bulk Terminal	430,437 330,502	2/22/85 5/26/75
Burnside Marine Terminal	430,438 330,503	5/26/85 5/26/75
Burnside Stevedoring	431,513 330,950	7/22/85 10/30/75
Burnside Storage and Transport	431,515 330,952	7/22/85 10/30/75

<u>Trademark/Trade Name</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Burnside Terminal	430,436 330,504	2/22/85 5/26/75
Burnside Terminal and Design	1,176,545	11/3/81
Burnside Tug & Barge Handling Service	330,954	10/30/75

# ASSIGNMENT FOR SECURITY

## TRADEMARKS

Dated as of February 21, 2002

**WHEREAS**, Ormet Primary Aluminum Corporation, a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, the Assignor, has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of Regiment Capital II, L.P., as agent for certain lenders (the "Assignee");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

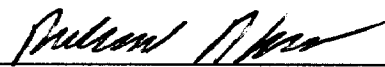
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**ORMET PRIMARY ALUMINUM  
CORPORATION**

By: 

Name: Richard D. Caruso

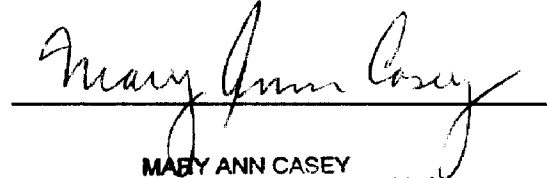
Title: Vice President of Finance and Chief  
Financial Officer

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 20<sup>th</sup> day of February, 2002, before me personally came **Richard D. Caruso**, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the **Vice President of Finance and Chief Financial Officer** of **Ormet Primary Aluminum Corporation**, a Delaware corporation, and that he executed the foregoing instrument in the firm name of **Ormet Primary Aluminum Corporation**, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



MARY ANN CASEY  
NOTARY PUBLIC, State of New York  
No. 01CA60000001  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires April 12, 2003

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

**Trademarks and Trademark Applications**

<u>Trademark/Trade Name</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Satin Plus	1,982,267	6/25/96
VelvetFlow	2,114,522	11/18/97
Velvet Flow and Design	2,076,238	7/1/97
Burnside	1,091,549	5/16/78
Burnside Bulk Marine Terminal	430,435 330,505	2/22/85 5/26/75
Burnside Bulk Terminal	430,437 330,502	2/22/85 5/26/75
Burnside Marine Terminal	430,438 330,503	5/26/85 5/26/75
Burnside Stevedoring	431,513 330,950	7/22/85 10/30/75
Burnside Storage and Transport	431,515 330,952	7/22/85 10/30/75

<u>Trademark/Trade Name</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Burnside Terminal	430,436 330,504	2/22/85 5/26/75
Burnside Terminal and Design	1,176,545	11/3/81
Burnside Tug & Barge Handling Service	330,954	10/30/75