



09-17-2002



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

PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

FLEET NATIONAL BANK (f/k/a BANKBOSTON N.A.)

9.12.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

Execution Date: 8-16-02

2. Name and address of receiving party(ies)

Name: REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC

Internal Address: _____
Address: _____

Street Address: 3370 EMBASSY PARKWAY

City: AKRON State: OH Zip: 44333

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

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) PLEASE SEE ATTACHED
REGISTRATIONS

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: BINGHAM MCCUTCHEN

Internal Address: ATTN: CHRISTOPHER WILLIAMS

Street Address: 150 FEDERAL STREET

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

CHRISTOPHER P. WILLIAMS

Name of Person Signing

Signature

9-10-02

Date

Total number of pages including cover sheet, attachments, and document: 12

09/17/2002 LIRELLER 00000045 772111

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

01 FC:481
02 FC:482

40.00 OP
400.00 OP

TRADEMARK
REEL: 2582 FRAME: 0950

**Trademarks Issued by U.S. Patent
and Trademark Office**

Trademark or <u>Service Mark</u>	Registrations--	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
MULTICUT	772,111	06/30/64
HP 9-4	875,008	08/19/69
CENTURY SERIES	880,328	11/11/69
LINE-FREE	1,229,261	03/08/83
TUFF-LINE	1,240,859	06/07/83
MULTIFORM	1,351,299	07/30/85
DK1210	1,394,644	05/27/86
JALLOY	1,597,154	05/22/90
IMP	1,597,155	05/22/90
REPUBLIC ENGINEERED STEELS and Design	1,638,873	03/26/91
REPUBLIC ENGINEERED STEELS	1,638,874	03/26/91
C-R	2,046,480	03/18/97

**Trademarks Pending with U.S. Patent
and Trademark Office**

Trademark or <u>Service Mark</u>	Pending Applications--	
	<u>United States Patent and Trademark Office Serial No.</u>	<u>Filing Date</u>
CAST-ROLL	74/663,754	04/20/95
CAST-ROLL and Design	74/678,211	05/22/95
AGATHON	75/399,659	12/03/97
REPUBLIC TECHNOLOGIES	75/549,790	09/09/98

**Trademark
or
Service Mark**

**Pending Applications--
United States Patent and Trademark Office
Serial No. Filing Date**

INTERNATIONAL

REPUBLIC TECHNOLOGIES
INTERNATIONAL

75/549,791

09/09/98



**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS ("Release"), dated as of August 16, 2002, by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, as Agent (the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are parties to that certain Revolving Credit Agreement dated as of August 13, 1999 (as amended and in effect from time to time the "Credit Agreement"), by and among **REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC** (the "Borrower"), **REPUBLIC TECHNOLOGIES INTERNATIONAL HOLDINGS, LLC** (the "Parent"), **RTI CAPITAL CORP.** ("RTI Capital"), **BLISS & LAUGHLIN, LLC** ("Bliss") and **NIMISHILLEN & TUSCARAWAS, LLC** ("Nimishillen" and together with RTI Capital and Bliss, the "Subsidiary Guarantors") (the Borrower, the Parent and the Subsidiary Guarantors being collectively referred to herein as the "Companies") and the Agent.

WHEREAS, pursuant to the terms of (i) the Credit Agreement, (ii) the Security Agreement, dated as of August 13, 1999 (as amended and in effect from time to time, the "Security Agreement"), by and among the Companies and the Agent, (iii) the Trademark Collateral Security and Pledge Agreement, dated as of August 13, 1999 between the Borrower and the Agent and recorded with the PTO on or about August 25, 1999 (Reel Number 02237 and Frame Number 0247) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Borrower to the Agent, on behalf of itself and the Lenders;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement, the Borrower granted to the Agent, for the benefit of the Lenders, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Borrower hereby agree as follows:

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Borrower's Named Trademarks, and the Agent hereby assigns and transfers to the Borrower, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

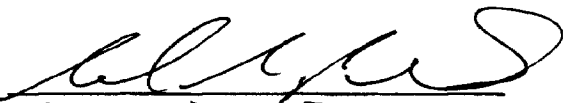
Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Borrower hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

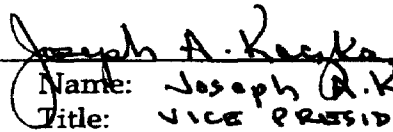
IN WITNESS WHEREOF, the Agent and the Borrower have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (f/k/a BankBoston, N.A.), as Agent

By: 
Samuel S. Philbrick
Executive Vice President

Accepted:

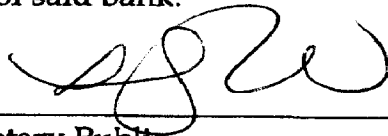
REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC

By: 
Name: Joseph A. Kaczka
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)
)ss.
COUNTY OF HARTFORD)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of August , 2002, personally appeared Samuel S. Philbrick to me known personally, and who, being by me duly sworn, deposes and says that he is a EVP of FLEET NATIONAL BANK (f/k/a BankBoston, N.A.) and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.



Notary Public

My Commission Expires:

LISA A. GIAMPAOLO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB 28, 2005



**SCHEDULE A TO TRADEMARK COLLATERAL SECURITY AND PLEDGE
AGREEMENT**

ISSUED AND PENDING TRADEMARKS

**Trademarks Issued by U.S. Patent
and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Registrations--</u>	
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Trademark
or
Service Mark

Pending Applications--
United States Patent and Trademark Office
Serial No. Filing Date

INTERNATIONAL

REPUBLIC TECHNOLOGIES
INTERNATIONAL

75/549,791

09/09/98

Foreign Trademarks

ARGENTINA:

TITLE	REG. NO.	APP. NO.
REPUBLIC TECHNOLOGIES INTERNATIONAL		2206519
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		2206520

BRAZIL:

TITLE	REG. NO.	APP. NO.
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		821462008
REPUBLIC TECHNOLOGIES INTERNATIONAL		821462016

CANADA:

TITLE	REG. NO.	APP. NO.
BISMA-LED	131,688	
REPUBLIC ENGINEERED STEELS	418,420	
BETTER BY EXPERIENCE	461,922	
Design Only (Stylized Bar and Maple Leaf Design)	465,947	

CHINA:

TITLE	REG. NO.	APP. NO.
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TITLE	REG. NO.	APP. NO.
REPUBLIC TECHNOLOGIES INTERNATIONAL		9900021774
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		9900021775

CTM:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	218321	
REPUBLIC ENGINEERED STEELS and Design	218370	

EL SALVADOR:

TITLE	REG. NO.	APP. NO.
REPUBLIC STEEL	182	

FRANCE:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	1581607	

GERMANY:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	39405602	
REPUBLIC TECHNOLOGIES INTERNATIONAL		39913296.8/06
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		39913296.1/06

ISRAEL:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	75718	

JAPAN:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	2526903	
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		20824/1999

KOREA:

TITLE	REG. NO.	APP. NO.
REPUBLIC TECHNOLOGIES INTERNATIONAL		40-1999-7072
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		40-1999-7071

MEXICO:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	418095	
REPUBLIC TECHNOLOGIES INTERNATIONAL		366755
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		366754

TAIWAN:

TITLE	REG. NO.	APP. NO.
REPUBLIC TECHNOLOGIES INTERNATIONAL		88009877
REPUBLIC TECHNOLOGIES INTERNATIONAL and Design		88009878

UNITED KINGDOM:

TITLE	REG. NO.	APP. NO.
REPUBLIC ENGINEERED STEELS	1418821	

REPUBLIC TECHNOLOGIES
INTERNATIONAL

2191262

REPUBLIC TECHNOLOGIES
INTERNATIONAL & Design

2191260