

11-14-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2006) Tab settings



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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):

10-27-02

Bankers Trust Company

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement release Change of Name Other

Execution Date: 07/29/2002

2. Name and address of receiving party(ies)

Name: Steel Industries, Inc.

Internal

Address:

Street Address: 12600 BEECH DALY ROAD

City: Detroit State: MI Zip: 48239

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Michigan 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) 2262754, 1758799,

1740246, 1738678, 1735326, 1401838, 1401837, 1757254

Additional number(s) attached Yes No

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

Name: Lola Lin

Internal Address: Locke Liddell & Sapp LLP

Street Address: 3400 JPMorganChase Tower

600 Travis

City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

12-1322

DO NOT USE THIS SPACE

9. Signature.

David Pille

Name of Person Signing

Signature

08/28/2002

Date

11/14/2002

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Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521 02 FC:8522

25.00 CH

40.00 OP 150.00 OP

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

TRADEMARK REEL: 2615 FRAME: 0842

Handwritten mark

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "Release and Reassignment") is made as of July 31, 2002, by Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent (in such capacity, "Agent") for itself and the other financial institutions (collectively, "Lenders") from time to time parties to the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, Lenders, Agent, and Specialty Piping Components, Inc., a Texas corporation ("Borrower"), are parties to a certain Credit Agreement, dated as of June 30, 1998 (the "Credit Agreement");

WHEREAS, Agent and Steel Industries, Inc, a Michigan corporation and wholly owned subsidiary of Borrower ("Subsidiary"), are parties to (i) a certain Security Agreement, dated as of June 30, 1998; and (ii) a certain Assignment of Security Interest in United States Trademarks and Patents, dated as of June 30, 1998 (the "Trademark & Patent Security Agreement"), each as may have been amended from time to time, pursuant to which Subsidiary has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Patents (in each case as defined below) as security for the Obligations (as defined in the Credit Agreement) of Borrower, including the Trademarks set forth on Schedule A hereto and Patents set forth on Schedule B hereto; and

WHEREAS, the Trademark & Patent Security Agreement was recorded in the United States Patent and Trademark Office in the Trademark Division and in the Patent Division on the dates and at the reels and frames specified on Schedule A and Schedule B hereto; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and among Ameri-Forge Corporation, a Texas corporation now known as Ameri-Forge Group Inc., Borrower, Subsidiary, and Texas Metal Works, Inc., a Texas corporation, dated as of July 19, 2002 (the "Purchase Agreement"), Lenders have determined, and have requested and directed Agent, to release its security interest in the Collateral (as hereinafter defined) and reassign the same to Subsidiary;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Subsidiary's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "Collateral");

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages

and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Subsidiary's business symbolized by the foregoing and connected therewith, and (v) all of Subsidiary's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) patents, registered patents, patent applications, including, without limitation, the patents, registered patents and patent applications listed on Schedule B attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Subsidiary's rights corresponding thereto throughout the world (all of the foregoing patents, registered patents and patent applications, together with the items described in clauses (i)-(iv) in this Section 1(b), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

2. Notwithstanding the foregoing, the terms "Collateral," "Trademarks" and "Patents" shall not include any Retained Assets, as defined in the Purchase Agreement.

3. Agent hereby reassigns, grants and conveys to Subsidiary without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Collateral.

[signature page follows]

**SCHEDULE A
TO
RELEASE AND REASSIGNMENT**

U.S. TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Date Recorded</u>	<u>Reel</u>	<u>Frame</u>
design	2,262,754	Dec. 27, 2000	2205	0745
A ALLSTEEL INTERNATIONAL and design	1,758,799	July 23, 1998	1763	0781
P PRESSFORM and design	1,757,254	July 23, 1998	1763	0781
FSI FORGING SPECIALTIES INC. and design	1,740,246	July 23, 1998	1763	0781
STEEL INDUSTRIES INC. SERVING AMERICAN INDUSTRY SINCE 1913 and design	1,738,678	July 23, 1998	1763	0781
AJAX AJAX EXTRUSION PRODUCTS and design	1,735,326	July 23, 1998	1763	0781
ALLROLL	1,401,838	July 23, 1998	1763	0781
ALLDIE	1,401,837	July 23, 1998	1763	0781

U.S. TRADEMARK APPLICATIONS

NONE

**SCHEDULE B
TO
RELEASE AND REASSIGNMENT**

U.S. PATENTS

NONE

U.S. PATENT APPLICATIONS

NONE