03-03-2003

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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):
Transtar Metals Acquisition Corp. 2.24.03

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - **Delaware**
☐ Other

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

2. Name and address of receiving party(ies)
Ableco Finance LLC

Street Address: **450 Park Avenue**
City: **New York** State: **NY** Zip: **10021**

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

TRADEMARK FILE PROCESS RECEIVED 2003 JAN 24 A 10: 23 US PATENT & TRADEMARK OFFICE

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **December 31, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,193,375; 2,158,891

Additional number(s) attached ☐ Yes ☒ No

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

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

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

6. Total number of applications and registrations involved:.....

7. Total fee (37 CFR 3.41).....$ **65.00**
☐ 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.

Stanley Seuradge		**January 23, 2002**
Name of Person Signing	Signature	Date

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

02/28/2003 TDIAZ1 00000074 500675 2193375
01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

9257354.1

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Transtar Metals Acquisition Corp. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks covered by the registrations and applications 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 December 31, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC, 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 December 31, 2002.

TRANSTAR METALS ACQUISITION CORP.

By: _____

Name: John Burke

Title: President

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 31st day of December 2002, before me personally came John Bolduc, 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 President of Transtar Metals Acquisition Corp., a Delaware Company, and that he executed the foregoing instrument in the firm name of Transtar Metals Acquisition Corp., 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.

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2003

TRADEMARKS

Mark	State	Serial No./ Filing Date	Reg No./ Registered
PRODUCTION SUPPLY COMPANY, INC.	U.S.	75/288,622 5/8/97	2,193,375 10/6/98
PSC	U.S.	75/288,621 5/8/97	2,158,891 5/19/98
PRODUCTION SUPPLY COMPANY, INC., PSC	Louisiana	–	– 10/22/97
PRODUCTION SUPPLY COMPANY	Tennessee	–	– 4/30/97