

Re: Document ID Number: 102287870A

Form PTO-1594 (Rev. 10/02) 3-28-03 RE  
QAM No. 0651-0027 (exp. 6/30/2005)  
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08-27-2003



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

*Resulm*

To the Honorable Commissioner of Patents

102528833

original documents or copy thereof.

1. Name of conveying party(ies):

*Republic Engineered Products LLC*

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 11, 2002

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as  
Administrative Agent  
Internal  
Address: \_\_\_\_\_

Street Address: One Federal Street  
City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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) 78153166  
78149847 78154081

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: Elizabeth A. Doherty, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
previously enclosed

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Signature.

Elizabeth A. Doherty  
Name of Person Signing

*Elizabeth A. Doherty*  
Signature

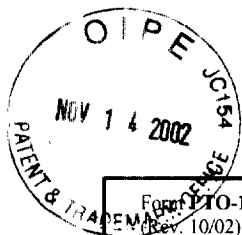
March 27, 2003  
Date

11

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: 002705 FRAME: 0050**



11-20-2002  
102287870

3

Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
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- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Elizabeth A. Doherty, Esq.  
Name of Person Signing

Signature

November 13, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 9

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

11/19/2002 TDIAZ1 00000154 78153166

01 FC:8522 40.00 OP

02 FC:8522 50.00 OP

**FIRST AMENDMENT**  
to the  
**TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT**

This **FIRST AMENDMENT** dated as of November 11, 2002 (this "Amendment") to the **TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT**, is by and between **REPUBLIC ENGINEERED PRODUCTS LLC**, a Delaware limited liability company (the "Assignor"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are or may in the future become parties to that certain Revolving Credit Agreement dated as of August 16, 2002 (as amended and in effect from time to time, the "Credit Agreement") among the Assignor, the Subsidiaries of the Assignor party thereto, the Lenders, the Administrative Agent and the other parties thereto.

**WHEREAS**, in connection with the execution and delivery of the Credit Agreement, the Assignor and the Administrative Agent entered into (i) a certain Security Agreement, dated as of August 16, 2002 (as amended and in effect from time to time, the "Security Agreement") pursuant to which it granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in all of its assets, including without limitation, all trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications owned or thereafter acquired, and (ii) a certain Trademark Collateral Assignment Agreement dated as of August 16, 2002 (as amended, and in effect from time to time, the "Trademark Agreement") which was recorded with the United States Patent and Trademark Office on or about August 29, 2002 (reel and frame numbers not having yet been assigned) as a supplement to the provisions of the Security Agreement;

**WHEREAS**, subsequent to the execution, delivery and recording of the Trademark Agreement, the Assignor has adopted and used certain Trademarks (as such term is defined in the Trademark Agreement) (such subsequent Trademarks being collectively referred to herein as the "Supplemental Trademarks") which Supplemental Trademarks are the subject of pending United States registrations and are set forth on Schedule A attached hereto; and

**WHEREAS**, pursuant to and in fulfillment of the Assignor's obligations under the Credit Agreement, the Security Agreement and the Trademark Agreement, the Assignor wishes to execute and deliver this Amendment in order to continue and confirm the grant of a lien on and security interest in the Pledged Trademarks as set forth in the Trademark Agreement, and to further effect, evidence and memorialize the Assignor's grant to the Administrative Agent of a lien on and security interest in the Supplemental Trademarks, the Trademark Registrations associated with the Supplemental Trademarks (the "Supplemental Trademark Registrations"), the Trademark License Rights associated with the Supplemental Trademarks (the "Supplemental Trademark License Rights"), the Trademark Rights associated with the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill associated with the Supplemental Trademarks (the "Supplemental Associated Goodwill"), the Related Assets associated with the Supplemental Trademarks (the "Supplemental Related Assets"), all accessions to, substitutions for, replacements

of, and all proceeds and products of any and all of the foregoing (the "Supplemental Proceeds" and, collectively with the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, and the Supplemental Related Assets, referred to herein as the "Supplemental Pledged Trademarks"), and the Assignor's collateral future conditional assignment to the Administrative Agent of the Supplemental Pledged Trademarks, all as contemplated by the Trademark Agreement, in each case for the benefit of the Administrative Agent and the Lenders; and

**WHEREAS**, it is a condition precedent to the Lenders' continuing to make any loans or otherwise extend credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an amendment to the Trademark Agreement in substantially the form hereof;

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on and as of the Effective Date, the parties hereto hereby agree as follows:

**§1. DEFINITIONS.** Except as otherwise provided herein, all capitalized terms used herein without definition that are defined in (or defined by reference in) the Trademark Agreement shall have the same meanings herein as in the Trademark Agreement.

**§2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

**§2.1. Grant of Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Administrative Agent (and confirms its grant to the Administrative Agent, pursuant to the Trademark Agreement and the Security Agreement), for the benefit of the Administrative Agent and the Lenders, a continuing security interest in and first priority lien on the Pledged Trademarks and the Supplemental Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Supplemental Pledged Trademarks to the Administrative Agent (and confirms its pledge and mortgage (but not transfer of title to) the Pledged Trademarks to the Administrative Agent pursuant to the Trademark Agreement), for the benefit of the Administrative Agent and the Lenders.

**§2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Supplemental Pledged Trademarks and the Pledged Trademarks provided and confirmed in §2.1 hereof, the Assignor hereby conditionally grants, assigns, transfers, conveys and sets over to the Administrative Agent (and confirms its conditional grant, assignment, transfer, conveyance and setting over to the Administrative Agent), for the benefit of the Administrative Agent and the Lenders, Assignor's entire right, title and interest in and to the Supplemental Pledged Trademarks, subject to the terms of the Trademark Agreement.

**§2.3. Supplemental to Certain Agreements.** In no event shall this Amendment or the recordation of this Amendment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Administrative Agent in the Collateral pursuant to the Security Agreement, the Trademark Agreement and/or this Amendment, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Administrative Agent in and to the Collateral under or in

connection with the Security Agreement, the other Security Documents, the Trademark Agreement, this Amendment and/or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignor) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Trademark Agreement. The Security Agreement, the other Security Documents, the Trademark Agreement, and all rights and interests of the Administrative Agent in and to the Collateral thereunder, are hereby ratified, confirmed, adopted and approved.

### **§3. AMENDMENTS TO ORIGINAL TRADEMARK AGREEMENT.**

The Trademark Agreement is hereby amended as follows:

(a) The Assignor hereby confirms and agrees that the term "Pledged Trademarks", as defined and used in the Trademark Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Pledged Trademarks, the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, the Supplement Related Assets, and the Supplemental Proceeds.

(b) Schedule A to the Trademark Agreement (the "Original Schedule A") and Schedule B to the Trademark Agreement (the "Original Schedule B"), which collectively set forth a list of all pending and issued United States registrations of Trademarks owned by the Assignor, are hereby amended and supplemented by Schedule A to this Amendment (the "New Schedule A") and Schedule B to this Amendment (the "New Schedule B").

### **§4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.**

**§4.1.** The Assignor represents and warrants that, together, the Original Schedule A, the Original Schedule B, the New Schedule A and the New Schedule B constitute a true and complete list of all pending and issued United States registrations of Pledged Trademarks.

**§4.2.** The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Trademark Agreement, as amended by §3 hereof, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

**§4.3.** All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Administrative Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Trademark Agreement, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are

applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

**§5. EFFECTIVENESS.** This Amendment shall become effective on and as of the date hereof (the "Effective Date") upon receipt by the Administrative Agent of counterparts of this Amendment duly executed by each of the Assignor and the Administrative Agent.

**§6. MISCELLANEOUS PROVISIONS.**

(a) Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Trademark Agreement shall remain the same. It is declared and agreed by each of the parties hereto that this Amendment and the Trademark Agreement shall be read and construed as one instrument.

(b) This Amendment incorporates by reference all other terms and conditions contained in the Trademark Agreement, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Amendment, with the same force and effect as though set forth herein in their entirety.

(c) **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(d) This Amendment may be executed in any number of counterparts, and all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

(e) All terms and conditions of this Amendment shall be construed to maintain the validity of the Pledged Trademarks and the Supplemental Pledged Trademarks. To the extent that any term or condition hereof would have the effect of invalidating any Pledged Trademark or Supplemental Pledged Trademark, such term or condition shall be null and void as to such Pledged Trademark or Supplemental Pledged Trademark.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Amendment to be executed by their duly authorized officers as of the date first set forth above.

**REPUBLIC ENGINEERED PRODUCTS, LLC**

By: Joseph F. Lapinsky  
Name:  
Title:

**FLEET CAPITAL CORPORATION,  
as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

**CERTIFICATE OF ACKNOWLEDGMENT**

COMMONWEALTH OR STATE OF Ohio )  
 ) ss.  
COUNTY OF Summit )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11<sup>th</sup> day of November, 2002, personally appeared Joseph F. Lepinsky to me known personally, and who, being by me duly sworn, deposes and says that he/she is the President & CEO of REPUBLIC ENGINEERED PRODUCTS, LLC, and that said instrument was signed and sealed on behalf of said limited partnership by authority of its Board of Control, and said Joseph F. Lepinsky acknowledged said instrument to be the free act and deed of said limited partnership.

Jackie L. Evans  
Notary Public  
My commission expires:

**JACKIE L. EVANS, NOTARY PUBLIC**  
In and For the State of Ohio  
My Commission Expires Nov. 30, 2004



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Amendment to be executed by their duly authorized officers as of the date first set forth above.

**REPUBLIC ENGINEERED PRODUCTS, LLC**

By: \_\_\_\_\_

Name:

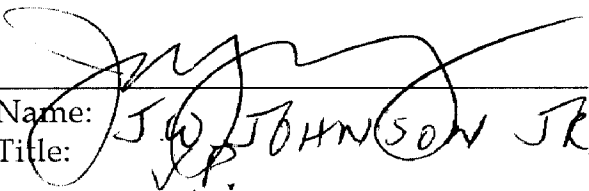
Title:

**FLEET CAPITAL CORPORATION,  
as Administrative Agent**

By: \_\_\_\_\_

Name:

Title:

  
J.W. JOHNSON JR.  
V.P.

SCHEDULE A

REPUBLIC ENGINEERED PRODUCTS LLC

PENDING APPLICATIONS

Application  
Number

Trademark

Filing Date

78153166

REPUBLIC ENGINEERED PRODUCTS

August 12, 2002

78149847

REPUBLIC ENGINEERED PRODUCTS

August 1, 2002

78154081

REPUBLIC ENGINEERED PRODUCTS

August 12, 2002