Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

**GT Acquisition Company**

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

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

2. Name and address of receiving party(ies)

Name: **LaSalle Business Credit, LLC**
Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: **Chicago** State: **IL** ZIP: **60603**

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] 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

3. Nature of conveyance:

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

Execution Date: **07/02/2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,641,815; 2,587,665**

Additional number(s) attached [ ] Yes [x] No

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

Name: **Daniel A. Crowe**

Internal Address: **Bryan Cave LLP**
**One Metropolitan Square**

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State **MO** ZIP: **63102**

6. Total number of applications and registrations involved: ..... 2

7. total fee (37 CFR 3.41).....**$65.00**

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account Number:

**02-4467**

DO NOT USE THIS SPACE

9. Signature.

| Daniel A. Crowe | | 08/26/2003 |
|---|---|---|
| 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:
Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

CH $65.00 024467 2641815

# GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 2nd, 2003, is made by GT ACQUISITION COMPANY, a Delaware corporation, having its principal office located at 316 Hadley Road, Greenville, PA 16125 ("**Grantor**"), and in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, having its principal offices located at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Grantee**").

## RECITALS

WHEREAS, Grantor is the owner of all right, title and interest in and to the trademark registrations and applications for registration set forth on Schedule A attached hereto, including all goodwill associated therewith and all statutory and common law rights therein (the "**Trademarks**"); and

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement dated July 2, 2003 (as amended, restated, extended, modified or supplemented from time to time (the "**Loan Agreement**"); and

WHEREAS, as a condition of the Loan Agreement, Grantor desires to grant a security interest in, and a lien upon, all of Grantor's right, title and interest in and to the Trademarks to Grantee.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of the Loan Agreement, Grantor hereby assigns and grants to Grantee a first security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's worldwide rights, title and interest in, to and under the Trademarks, and any and all goodwill associated therewith; (ii) all Proceeds (as such term is defined in the Loan Agreement) and products of the Trademarks, (iii) all of the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademarks or unfair competition regarding the same.

2. This grant is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Loan Agreement) of Grantor and shall be effective as of the date of the Loan Agreement.

3. This grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 2nd day of July, 2003.

**GT ACQUISITION COMPANY,**
a Delaware corporation

By: _____
Name: Stephen B. Broun
Title: President

**LASALLE BUSINESS CREDIT, LLC,**
a Delaware limited liability company

By: _____
Name: _____
Title: _____



TRADEMARK
REEL: 002706 FRAME: 0961

STATE OF MISSOURI )
) SS.
COUNTY OF ST. LOUIS )

On this 2nd day of July in the year 2003, before me, appeared Stephen B. Broun, to me personally known, who being by me duly sworn, did say that he/~~she~~ is the President of GT ACQUISITION COMPANY, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clayton, Missouri, the day and year last above written.

Denise M. Pellow

Notary Public in and for
said County and State

My Commission Expires:

2-27-2005

DENISE M. PELLOW
St. Charles County
My Commission Expires
February 27, 2005

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF _____ )
) SS.
COUNTY OF _____ )

On this _____ day of July in the year 2003, before me, _____, a Notary Public in and for said state, personally appeared _____, _____ of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, known to me to be the person who executed the within GRANT OT SECURITY INTEREST IN TRADEMARKS in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security f the ____ day of July, 2003.

**GT ACQUISITION COMPANY,**
a Delaware corporation

By: _____
Name: _____
Title: _____

**LASALLE BUSINESS CREDIT, LLC,**
a Delaware limited liability company

By: Scott R. Busch
Name: Scott R. Busch
Title: EVP



TRADEMARK
REEL: 002706 FRAME: 0963

STATE OF MISSOURI )
) SS.
COUNTY OF _____)

On this _____ day of July in the year 2003, before me, appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of GT ACQUISITION COMPANY, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

_____

_____
Notary Public in and for
said County and State

My Commission Expires:

_____
(The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF Missouri )
) SS.
COUNTY OF Jackson )

On this 1st day of July in the year 2003, before me, Teresa Shelley, a Notary Public in and for said state, personally appeared Scott R. Busch, Vice President of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, known to me to be the person who executed the within GRANT OT SECURITY INTEREST IN TRADEMARKS in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Jackson Co. Kansas City, MO, the day and year last above written.

Teresa B Shelley

Teresa B. Shelley
Notary Public in and for
said County and State

My Commission Expires:

_____
(The Notary Public must type or print his/her name immediately beneath his/her signature.)

TERESA B. SHELLEY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 18, 2007

**Schedule A**

# EXHIBIT A

## To Assignment of Trademarks

1. The trade name "Greenville Tube" or any modification or variation thereof.
2. The trade name "Greenville Tube Corporation" or any modification or variation thereof.
3. The trade name "GTC" or any modification or variation thereof.
4. The federally registered trademark "GTC" and design (Reg. No. 2,641,815) and all common law rights associated therewith
5. The federally registered trademark "GREENVILLE TUBE" (Reg. No. 2,587,665) and all common law rights associated therewith