

Form PTO-1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Infra-Metals Co.

- Individual(s)
- General Partnership
- Corporation-State Georgia
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation,

Internal

Address: as Administrative Agent

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta State: GA Zip: 30339

- 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

3. Nature of conveyance:

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

Execution Date: September 30, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1968118

Additional number(s) attached Yes No

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

Name: Elizabeth G. Hartnett

Internal Address: Parker, Hudson,

Rainer & Dobbs, LLP

Street Address: 285 Peachtree Center Ave., N.E.

1500 Marquis Two Tower

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

(Attach duplicate copy of this page if paying by deposit account)

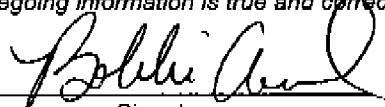
DO NOT USE THIS SPACE

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.

Bobbi Acord, Esq.

Name of Person Signing



Signature

October 1, 2003

Date

9

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

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

CH \$40.00 502831 1968118

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 30th day of September, 2003, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as collateral and administrative agent for itself and Lenders (as hereinafter defined), (together with its successors in such capacity, "Administrative Agent"), and **INFRA-METALS CO.** (formerly known as Preussag International Steel Corporation), a Georgia corporation having its principal place of business at 400 Northridge Road, Suite 850, Atlanta, Georgia 30350 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Credit and Security Agreement dated the date hereof by and among the Company, the other borrowers named therein, Administrative Agent, the other agents named therein, and Lenders (hereinafter referred to, together with all amendments thereto, as the "Credit Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Credit Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Administrative Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company covenants and agrees with Administrative Agent and the Secured Parties that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level reasonably consistent with the quality at the time of this Agreement; and

(b) The Company will not change the quality of the products associated with the Trademarks without Administrative Agent's prior written consent, if such action is reasonably likely to cause a Material Adverse Effect.

4. The Company hereby authorizes Administrative Agent, and its employees and agents, the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the Ordinary Course of Business of the Company as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Administrative Agent prompt notice thereof in writing.

7. The Company irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 6 hereof.

8. If an Event of Default exists, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, Administrative Agent may immediately, for its benefit and the benefit of the Secured Parties, without demand of performance and without notice (except as described in the next sentence), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Administrative Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the

Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Administrative Agent and Lenders therefor.

9. The Company hereby makes, constitutes and appoints Administrative Agent and any officer or agent of Administrative Agent as Administrative Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, Administrative Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Administrative Agent's and each Secured Party's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Administrative Agent pursuant to the terms of this Agreement or any of the Credit Documents.

11. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Administrative Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate under the Credit Agreement.

12. The Company shall use its reasonable best efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of infringements detected. The Company shall have the duty, through counsel of its choosing, to prosecute diligently any

trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated and to make federal application on registrable but unregistered Trademarks (subject to the Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default, promptly upon Administrative Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Administrative Agent, if such action or inaction is reasonably likely to cause a Material Adverse Effect.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, if and Event of Default exists, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all costs and expenses incurred in the exercise of Administrative Agent's rights under this paragraph 13.

14. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Administrative Agent may do so in the Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under any of the other Credit Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Credit Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Credit Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Administrative Agent and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

20. The Company hereby waives notice of Administrative Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. **To the fullest extent permitted by Applicable Law, the Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

frida Brinkmann
Secretary

INFRA-METALS CO. (formerly known as Preussag International Steel Corporation)
("Company")

By: Don Smith
Title: V.P. - FINANCE

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

FLEET CAPITAL CORPORATION, as Administrative Agent
("Administrative Agent")

By: Jenny L. Smith
Title: VP

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Dave Smith, Vice President of INFRA-METALS CO. (formerly known as Preussag International Steel Corporation), to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 2003.

Elizabeth G. Hartnett
Notary Public
My Commission Expires: June 19, 2007



STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Lasin Senior Vice President of Fleet Capital Corporation, as Administrative Agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 2003.

Elizabeth G. Hartnett
Notary Public
My Commission Expires: June 19, 2007



EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Infra-Metals Logo	USA	1968118	April 16, 1996

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
None.			

EXHIBIT B
CERTIFICATE

The undersigned officer of **INFRA-METALS CO.** (formerly known as Preussag International Steel Corporation) (the "Company"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION** ("Administrative Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Credit and Security Agreement among Administrative Agent, the Company, the other borrowers named therein, the other agents named therein, and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September 30, 2003, between the Company and Administrative Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ___ day of _____, _____.

INFRA-METALS CO. (formerly known as Preussag International Steel Corporation)

By: _____

Title: _____