

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clad-Holdings Corp.		11/26/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Barclays Bank plc.
Street Address:	54 Lombard Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC3P 3AH
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 15		
Property Type	Number	Word Mark
Serial Number:	76472922	S ALL-CLAD
Serial Number:	76512425	ALL-CLAD LTD.
Registration Number:	2223859	ALL-CLAD
Registration Number:	2585922	ALL-CLAD
Registration Number:	2222428	ALL-CLAD METALCRAFTERS INC.
Registration Number:	2730862	COPPER-CORE
Registration Number:	1074054	COP*R*CHEF
Registration Number:	1592742	DURANEL
Serial Number:	75779404	LEGEND
Serial Number:	75799861	GOLD STANDARD
Registration Number:	1383002	INDUCT A CORE
Registration Number:	2073725	MASTERCHEF
Serial Number:	78232836	PRO-CLAD
Registration Number:	2079278	ROTI PAN
Registration Number:	2422746	S

CH \$390.00 76472922

CORRESPONDENCE DATA

Fax Number: (212)425-5288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tmdocketny@kenyon.com

Correspondent Name: Gregg A. Paradise, Esq.

Address Line 1: One Broadway

Address Line 4: New York, NEW YORK 10004

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gregg A. Paradise, Esq.

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 26th day of November, 2003, by and between Clad-Holdings Corp., a Delaware corporation with a principal place of business at 424 Morganza Road, Canonsburg, Pennsylvania 15317 United States ("Grantor"), and Barclays Bank plc, a corporation with a principal place of business at 54 Lombard St., London EC3P 3AH United Kingdom ("Secured Party"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in Exhibit "A" attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Security Agreement among the Parties hereto and certain additional parties, effective 26 November 2003 (the "Security Agreement"), Grantor has granted to Secured Party, as Security Trustee for the Finance Parties (as such terms are defined in the Security Agreement), a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Grantor's grant to Secured Party of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grantor hereby grants to the Secured Party, for the benefit of the Finance Parties, and the Secured Party hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in Exhibit "A" hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolised by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks;



(ii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Finance Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreements, understandings and communications, whether oral or written, related to such subject matter.

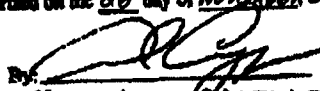
6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York without regard to conflicts or choice of law principles.

8. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereto duly authorized on the 26 day of November, 2003.

Dated: NOV 26 2003

By: 
Name: A. CAPPIELLO
Title: DIRECTOR / SECRETARY

64443

Dated: 26 November '03

By: 

Name: Frank M. Rogers

Title: Director, Barclays Bank PLC

646463

TRADEMARK

REEL: 002760 FRAME: 0564

EXHIBIT A**CLAD-HOLDINGS CORPORATION****TRADE MARKS**

Mark	Application/ Registration No.	Application/ Registration Date	Classes	Status
ALL-CLAD	2,223,859	2/16/1999	21	REGISTERED
ALL-CLAD	2,585,922	6/25/2002	8, 9, 21	REGISTERED
ALL-CLAD Logo	76/472,922	12/9/2002	8, 9, 21	PUBLISHED
ALL-CLAD LTD (Stylised)	76/512,425	4/17/2003	21	PENDING
ALL-CLAD METALCRAFTERS INC.	2,222,428	2/9/1999	21	REGISTERED
COPPER-CORE	2,730,862	6/24/2003	21	REGISTERED
COP-R-CHEF	1,074,054	9/27/1977	21	REGISTERED
DURANEL	1,592,742	4/24/1990	6	REGISTERED
GOLD STANDARD	75/799,861	7/24/2001	8, 9, 21	PUBLISHED
INDUCT A CORE	1,383,002	2/18/1986	6	REGISTERED
LEGEND	75/779,404	10/8/2002	21	PUBLISHED
MASTERCHEF	2,073,725	6/24/1997	21	REGISTERED
PRO-CLAD	78/232,836	4/2/2003	21	PENDING
ROTI PAN	2,079,278	7/15/1997	21	REGISTERED
S DESIGN	2,422,746	1/23/2001	8, 9, 20, 21	REGISTERED