

07-03-2003



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

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): ATI Properties, Inc. **7-2-03**
 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)
Name: PNC Bank, National Association
Internal
Address: One PNC Plaza
Street Address: 249 Fifth Avenue
City: Pittsburgh State: PA Zip: 15222
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association
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: 06/13/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/367,207;
76/501,466; 76/501,497; 76/218,091
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,427,193;
399,597; 1,427,187; 733,271; 1,427,188

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jenifer S. Tarasi
Internal Address: Thorp Reed & Armstrong, LLP
One Oxford Centre
Street Address: 301 Grant Street, 14th Floor
City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 36
7. Total fee (37 CFR 3.41).....\$ 915.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0888

DO NOT USE THIS SPACE

9. Signature.
Jenifer S. Tarasi Jenifer S. Tarasi June 30, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 18

07/03/2003 ECOOPER 00000028 76367207

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

01 FC:8521 40.00 DP
02 FC:8522 875.00 DP

TRADEMARK
REEL: 002770 FRAME: 0231

Addendum to U.S. Trademark Recordation form Coversheet for Recording Security Agreement
– executed on June 13, 2003 – from conveying party ATI Properties, Inc. to receiving party PNC
Bank, National Association (as agent)

4. A Additional Trademark Application Nos.

76/505,810; 76/505,192; 76/309,018; 76/299,308; 76/383,676

4. B. Additional Trademark Registration Nos.

1,146,794; 979,269; 282,547; 2,022,651; 576,277; 2,478,408; 2,225,395; 1,331,659; 802,116;
804,525; 801,667; 2,572,378; 81,928; 747,470; 769,041; 1,274,751; 1,567,965; 2,515,953;
654,342; 2,543,003; 1,805,786; 1,223,921

PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement, dated the 13th day of June, 2003, made by ATI Properties, Inc., a Delaware corporation ("ATIP") for the benefit of PNC Bank, National Association, as agent for the Lenders (as hereinafter defined) ("Security Agreement").

WITNESSETH:

WHEREAS, pursuant to a certain Revolving Credit and Security Agreement, dated of even date herewith, by and among ATIP, Oregon Metallurgical Corporation, an Oregon corporation ("Oremet"), Allegheny Ludlum Corporation, a Pennsylvania corporation ("ALC"), TDY Industries, Inc., a California corporation ("TDY"), ALC Funding Corporation, a Delaware corporation ("ALC Funding"), and Jessop Steel Company, a Pennsylvania corporation ("Jessop") (ATIP, Oremet, ALC, TDY, ALC Funding and Jessop are each a "Borrower" and collectively, the "Borrowers"), the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), JPMorgan Chase Bank ("JPMorgan") and various other financial institutions from time to time (PNC Bank, JPMorgan and such other financial institutions are each a "Lender" and collectively, the "Lenders"), PNC Bank, as administrative and collateral agent for the Lenders (in such capacity, the "Agent"), Congress Financial Corporation, Fleet Capital Corporation and GMAC Commercial Finance, LLC, as documentation agents for the Lenders, and PNC Capital Markets, Inc. and J. P. Morgan Securities, Inc. as co-lead arrangers and joint book runners (as amended, modified or supplemented from time to time, the "Credit Agreement"), (i) the Lenders have agreed to extend credit to the Borrowers and (ii) ATIP has agreed, among other things, to grant to the Agent (for itself and for the benefit of the Lenders) a security interest in certain of its assets, including, without limitation, its material United States patents and patent applications, registered United States service marks and service mark applications, registered United States trademarks, trademark applications and trade names and goodwill associated with such United States marks pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ATIP agrees as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, ATIP hereby grants and conveys to the Agent (for itself and for the benefit of the Lenders) a Lien and security interest in all of ATIP's right, title and interest in and to all of its material now owned or existing and filed and hereafter acquired or arising and filed United States patents and patent applications including, without limitation, the inventions and improvements described and claimed therein listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for

past or future infringements thereof and (c) the right to sue for past, present and future infringements thereof (all of the foregoing patents and applications, together with the items described in clauses (a) – (c), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, ATIP hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien and security interest in all of ATIP's right, title and interest in and to all of its material now owned or existing and filed and hereafter acquired or arising and filed:

(i) United States trademark, registrations, trade names and trademark applications, United States service marks and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof and (c) the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, service marks, trade names and applications, together with the items described in clauses (a) – (c), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of ATIP's business associated with the Trademarks.

4. Restrictions on Future Security Interests. Except as in accordance with its customary practices in the ordinary course of business, ATIP agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all Other Documents shall have been terminated, ATIP will not, without the Agent's prior written consent, enter into any agreement relating to the Patents or Trademarks, and ATIP further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Agent (for itself and for the benefit of the Lenders) under this Security Agreement.

5. New Patents and Trademarks. ATIP represents and warrants that the Patents and Trademarks of ATIP listed on Schedules A and B respectively, constitute all of the Patents and Trademarks now owned by ATIP reasonably necessary for the operation of its business as presently conducted and as presently planned to be conducted. ATIP hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A and B, as applicable, to include any future Patents and Trademarks, as applicable, and to file or refile this Security Agreement with the United States Patent and Trademark Office, as the case may be.

6. Representations and Warranties. ATIP represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) To ATIP's knowledge, the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To ATIP's knowledge, each of the Patents and Trademarks is valid and enforceable;

(iii) ATIP is the owner of the Patents and Trademarks and has the power and authority to make and, to ATIP's knowledge, will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which ATIP is a party which would have a Material Adverse Effect or any judgment or decree by which ATIP is bound and does not require any consent under any other agreement to which ATIP is a party or by which ATIP is bound except to the extent that the failure to obtain such consent would not have a Material Adverse Effect. ATIP hereby authorizes the United States Patent and Trademark Office to issue any and all Patents and any and all certificates of registration on all Trademarks to the Agent (for itself and the benefit of the Lenders) following the occurrence of an Event of Default as the grantee of the pledge of ATIP's entire interest; and

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents or Trademarks or any part thereof and the same are free from all Liens of any kind including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement.

7. Royalties; Terms. ATIP hereby agrees that the use by the Agent (for itself and the benefit of the Lenders) of the Patents and Trademarks of ATIP as described above shall be without any liability for royalties or other related charges from the Agent or the Lenders to ATIP. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents and Trademarks secured hereunder or (ii) the Obligations have been satisfied in full and the Credit Agreement and all Other Documents have been terminated.

8. Continuing Validity of Obligations. The agreements and obligations of ATIP hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the Other Documents or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Borrowers, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or

agreements now or hereafter entered into by the Agent or any Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents and Trademarks or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of ATIP hereunder, would or might otherwise be released or discharged. ATIP hereby waives notice of the acceptance of this Security Agreement by the Agent. Notwithstanding the provisions of this Security Agreement, the obligations of ATIP hereunder shall not be considered to guarantee or otherwise secure the obligations of ATI under the Credit Agreement or under any Guaranty executed by ATI.

9. Duties of ATIP. Except as may be otherwise agreed to by the Agent, ATIP shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full, (ii) preserve and maintain all of its rights in patent applications and patents of the Patents and Trademarks in accordance with its customary practices in the ordinary course of business. Any expenses incurred in connection with the duties set forth in this Paragraph 9 shall be borne by ATIP. Except as may be permitted by the Credit Agreement, ATIP shall not abandon any right to file a patent application or trademark application, or any pending patent application or trademark application, Patent nor Trademark without the consent of the Agent.

10. Financing Statements; Documents. ATIP hereby authorizes the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to the Agent and will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. ATIP will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office, as the Agent may require for the purpose of confirming the Agent's (for itself and the benefit of the Lenders) security interest in the Patents and Trademarks.

11. Rights of ATIP and/or the Agent to Sue. ATIP may enforce its rights in the Patents and Trademarks of ATIP without the Agent's participation. If requested by ATIP, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. After the occurrence and during the continuance of an Event of Default, the Agent shall have the same rights, if any, as ATIP has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks of ATIP and, if the Agent shall commence any such suit, ATIP shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and ATIP shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 11.

12. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement and the Other Documents, this Security Agreement shall terminate and be of no further force and effect and at the request of ATIP, the Agent (for itself and on behalf of the Lenders) shall thereupon terminate its security interest in the Patents and Trademarks and shall file and/or deliver all appropriate release documents. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that ATIP may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents and Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of ATIP.

13. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement 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.

14. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Credit Agreement or any Other Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. ATIP acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Other Documents but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon ATIP and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders) and its successors and assigns.

18. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of law provisions thereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement on the day and year written above.

ATTEST/WITNESS:

ATI Properties, Inc.

By: 

Name: Mary Beth Luksik

Title: Assistant Secretary

By:  (SEAL)

Name: Robert S. Park

Title: Vice President-Treasurer

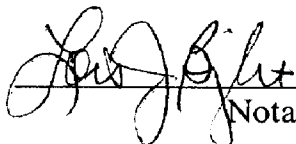
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this 13th day of June, 2003, before me, the undersigned officer, a Notary Public, personally appeared Robert S. Park, who being duly sworn, did acknowledge himself/herself to be the Vice President & Treasurer of ATI Properties, Inc., a Delaware corporation, and that he/she, as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained.

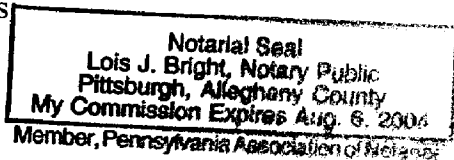
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires

[SEAL]



Schedule A
GRANTED U.S. PATENTS
ATI PROPERTIES, INC.
(FOR ALLEGHENY LUDLUM CORPORATION)

Docket	Patent Number	Issue Date	Filing Date	Title
BR-1379	4657066	04/14/1987	06/28/1985	METHOD OF CONTINUOUS CASTING SLABS TO PRODUCE GOOD SURFACE QUALITY HOT-ROLLED BAND
JS-1601	5749140	05/12/1998	03/06/1995	BALLISTIC RESISTANT METAL ARMOR PLATE
RL-1366	4545826	10/08/1985	06/29/1984	METHOD FOR PRODUCING A WELDABLE AUSTENITIC STAINLESS STEEL IN HEAVY SECTIONS
RL-1368	4568387	02/04/1986	07/03/1984	AUSTENITIC STAINLESS STEEL FOR LOW TEMPERATURE
RL-1452	4834808	05/30/1989	09/08/1987	PRODUCING A WELDABLE, FERRITIC STAINLESS STEEL STRIP
RL-1486	4964926	10/23/1990	12/15/1988	FERRITIC STAINLESS STEEL
RL-1496	4878959	11/07/1989	04/13/1989	METHOD OF PRODUCING GRAIN-ORIENTED SILICON STEEL WITH SMALL BORON ADDITIONS
RL-1543	5286310	02/15/1994	10/13/1992	LOW NICKEL, COPPER CONTAINING CHROMIUM-NICKEL-MANGANESE-COPPER-NITROGEN AUSTENITIC STAINLESS STEEL
RL-1579	5370946	12/06/1994	03/31/1993	STAINLESS STEEL AND CARBON STEEL COMPOSITE, AND METHOD OF PRODUCING THE SAME; 304DA
RL-1619	5529644	06/25/1996	05/30/1995	STAINLESS STEEL AND CARBON STEEL COMPOSITE AND METHOD OF PRODUCING THE SAME
RL-1626	5980662	11/09/1999	04/22/1997	METHOD FOR BATCH ANNEALING OF AUSTENITIC STAINLESS STEELS
RL-1694	6036917	03/14/2000	12/17/1998	CORROSION RESISTANT ALLOY
RL-1928	6273973	08/14/2001	12/02/1999	MARTENSITIC STAINLESS STEEL AND STEELMAKING PROCESS
RL-1940	6352670	03/05/2002	08/18/2000	AN OXIDATION AND CORROSION RESISTANT 20 Cr-20Ni AUSTENITIC STAINLESS STEEL MODIFIED WITH MOLYBDENUM
RL-1991	6551420	04/22/2003	10/16/2001	DUPLIX STAINLESS STEEL

TRADEMARK

**GRANTED U.S. PATENTS
ATI PROPERTIES, INC.
(FOR ALLVAC)**

Docket	Patent Number	Issue Date	Filing Date	Title
TAV-1630	5888449	03/30/1999	05/30/1997	HIGH STRENGTH STAINLESS STEEL WITH IMPROVED TOUGHNESS; SUPERTOUGH ALLOY
TAV-1710X	6106767	08/22/2000	06/18/1998	STRESS RUPTURE PROPERTIES OF NICKEL-CHROMIUM-COBALT ALLOYS BY ADJUSTMENT OF THE LEVELS OF PHOSPHORUS AND BORON
TAV-1821X	5954112	09/21/1999	01/27/1998	MANUFACTURE OF LARGE DIAMETER SPRAY FORMED COMPONENTS USING SUPPLEMENTAL HEATING
TAV-1873X	5424029	06/13/1995	08/17/1993	CORROSION RESISTANT NICKEL BASE ALLOY; ALLCORR PRODUCT
TAV-1890	6496529	12/17/2002	11/15/2000	REFINING AND CASTING APPARATUS AND METHOD
TAV-1984	6416564	07/09/2002	03/08/2001	METHOD FOR PRODUCING LARGE DIAMETER INGOTS OF NICKEL BASE ALLOYS

**GRANTED U.S. PATENTS
ATI PROPERTIES, INC.
(FOR WAH CHANG)**

II. Docket	Patent Number	Issue Date	Filing Date	Title
84-2	4521259	06/04/1985	09/17/1984	NITROGEN ANNEALING OF ZIRCONIUM AND ZIRCONIUM ALLOYS
ORM-1757X	5980655	11/09/1999	04/09/1998	TITANIUM ALUMINUM VANADIUM ALLOYS AND PRODUCTS MADE THEREFROM
ORM-1757X	6053993	04/25/2000	04/17/1998	TITANIUM ALUMINUM VANADIUM ALLOYS AND PRODUCTS MADE THEREFROM
ORM-1858X	5861070	01/19/1999	02/27/1996	TITANIUM ALUMINUM VANADIUM ALLOYS AND PRODUCTS MADE USING SUCH ALLOYS
ORM-1859X	5972282	10/26/1999	05/27/1998	STRAIGHT HEARTH FURNACE FOR TITANIUM REFINING
ORM-1860X	6001495	12/14/1999	08/04/1997	HIGH MODULUS, LOW-COST, WELDABLE, CASTABLE TITANIUM ALLOY & ARTICLES THEREOF
TWC-1748X	5264022	11/23/1993	05/05/1992	COMPOSITE SHOT

TWC-1748X	5527376	06/18/1996	10/18/1994	COMPOSITE SHOT
TWC-1748X	5713981	02/03/1998	06/07/1995	COMPOSITE SHOT
TWC-1748X	5831188	11/03/1998	04/17/1997	COMPOSITE SHOT
TWC-1780X	5322548	06/21/1994	06/27/1991	RECOVERY OF NIOBIUM METAL
TWC-1812X	6209180	04/03/2001	03/24/1998	HIGH DENSITY SHOT FOR SHOTSHELLS AND METHOD OF MAKING
TWC-1835	6175585	01/16/2001	07/15/1999	ELECTRON BEAM SHIELDING APPARATUS AND METHODS FOR SHIELDING ELECTRON BEAMS
TWC-1923	6264884	07/24/2001	09/03/1999	PURIFICATION HEARTH
TWC-1963	6358484	03/19/2002	03/31/2000	PROCESS FOR RECOVERY OF ZIRCONIUM BASIC SULFATE
TWC-1982X	5139541	08/18/1992	07/22/1991	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-1982X	5217506	06/08/1993	05/15/1992	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-1982X	5259870	11/09/1993	12/07/1992	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-1982X	5393325	02/28/1995	11/08/1993	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-1982X	5498278	03/12/1996	12/19/1994	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-1982X	5645626	07/08/1997	01/11/1996	HYDROGEN-PERMEABLE COMPOSITE METAL MEMBRANE
TWC-2009X	5176878	01/05/1993	05/23/1989	ZIRCONIUM-HAFNIUM SEPARATION PROCESS
TWC-2010X	5171549	12/15/1992	05/22/1991	PROCESS FOR DECREASING THE LEVEL OF IMPURITIES IN ZIRCONIUM CHLORIDE, TITANIUM CHLORIDE AND HAFNIUM CHLORIDE
TWC-2014X	5211921	05/18/1993	07/07/1992	PROCESS OF MAKING NIOBIUM OXIDE
TWC-2016X	5124122	06/23/1992	08/15/1989	TITANIUM ALLOY CONTAINING PREALLOYED VANADIUM AND CHROMIUM ALLOY
TWC-2016X	5209790	05/11/1993	02/11/1992	TITANIUM ALLOY CONTAINING PREALLOYED VANADIUM AND CHROMIUM ALLOY

PENDING U.S. PATENT APPLICATIONS
ATI PROPERTIES, INC.
(FOR ALLEGHENY LUDLUM CORPORATION)

Docket	Application No.:	Filing Date	Title
RL-1627	09/998,487	11/30/2001	FERRITIC STAINLESS STEEL HAVING HIGH TEMPERATURE CREEP RESISTANCE

RL-1933	09/841,330	04/24/2001	METHOD OF PRODUCING STAINLESS STEELS HAVING IMPROVED CORROSION RESISTANCE
RL-1934	09/641,317	08/17/2000	AN OXIDATION AND CORROSION RESISTANT 21Cr-32Ni AUSTENITIC STAINLESS STEEL MODIFIED WITH MOLYBDENUM
RL-1970	09/809,548	03/15/2001	LIGHTWEIGHT ARMOR WITH REPEAT HIT AND HIGH ENERGY ABSORPTION CAPABILITIES
RL-1973	09/633,508	08/07/2000	SURFACE TREATMENTS FOR SUPERAUSTENITIC STAINLESS ALLOYS TO IMPROVE CORROSION RESISTANCE
RL-1990	10/238,182	09/10/2002	DUPLEX STAINLESS STEELS
RL-2017	60/451,996	03/05/2003	PROCESSING TO IMPROVE THE FATIGUE STRENGTH OF T301 STAINLESS STEEL
RL-2029	10/360,961	02/06/2003	AUSTENITIC STAINLESS STEELS INCLUDING MOLYBDENUM

PENDING U.S. PATENT APPLICATIONS
ATI PROPERTIES, INC.
(FOR ALLVAC)

Docket	Application No.:	Filing Date	Title
TAV-1661	09/660,948	09/13/2000	ENHANCED BIOCOMPATIBLE IMPLANTS AND ALLOYS
TAV-1712X	09/844,696	04/30/2001	NICKEL-BASED ALLOY & METHOD; 718 ER ALLOY
TAV-1890	10/158,382	05/30/2002	REFINING AND CASTING APPARATUS AND METHOD
TAV-1984	10/066,891	02/04/2002	METHOD FOR PRODUCING LARGE DIAMETER INGOTS OF NICKEL BASE ALLOYS
TAV-1993	10/144,369	05/13/2002	AFORDABLE HIGH TEMPERATURE STRUCTURAL ALLOY CAPABILITY
TAV-1994	10/165,348	06/07/2002	METHOD FOR PROCESSING BETA TITANIUM ALLOYS
TAV-1996X ¹	09/882,248	06/18/2001	METHOD AND APPARATUS FOR SPRAY FORMING, ATOMIZATION AND HEAT TRANSFER

¹ Assignment by inventors has been requested

TAV-2024	10/301,156	11/21/2002	TITANIUM ALLOYS, METHODS OF FORMING THE SAME, AND ARTICLES FORMED THEREFROM
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PENDING U.S. PATENT APPLICATIONS
ATI PROPERTIES, INC.
(FOR WAH CHANG)

Docket	Application No.:	Filing Date	Title
TWC-1867	09/422,505	10/21/1999	FLUID SEPARATION ASSEMBLY
TWC-1867	10/243,018	09/13/2002	FLUID SEPARATION ASSEMBLY
TWC-1998	10/059,680	01/29/2002	METHOD FOR SEPARATING ZIRCONIUM FROM HAFNIUM
TWC-2019	10/340,949	01/13/2003	RECLAMATION OF GASEOUS HYDROGEN FROM AN INDUSTRIAL PROCESS
TWC-2030	10/427,783	05/01/2003	NICKEL TITANIUM AGING HEAT TREATMENT
TWC-2027	10/434,598	05/09/03	USE OF TITANIUM ALLOY

Schedule B

TRADEMARKS

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR ALLEGHENY LUDLUM CORPORATION)

Trademark:	Application No.:	Filing Date:	Registration No.:	Reg. Date:
AL 29-4C	73/605,494	20-Jun-1986	1,427,193	03-Feb-1987
AL IN STAR	71/454,880	13-Aug-1942	399,597	19-Jan-1943
AL-6XN	73/603,698	11-Jun-1986	1,427,187	03-Feb-1987
ALTEMP	72/113,048	06-Feb-1961	733,271	26-Jun-1962
DEDICATED TO QUALITY SPECIALTY STEEL	73/603,699	11-Jun-1986	1,427,188	03-Feb-1987
E-BRITE	73/191,601	30-Oct-1978	1,146,794	10-Feb-1981
E-BRITE 26-1	74/454,540	13-Apr-1973	979,269	26-Feb-1974

OHMALOY	71/309,183	20-Dec-1930	282,547	21-Apr-1931
PRECISION ROLLED STRIP	74/525,686	17-May-1994	2,022,651	10-Dec-1996
SILECTRON	71/623,790	19-Jan-1952	576,277	23-Jun-1953

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR ALLEGHENY TECHNOLOGIES INCORPORATED)

Trademark/Service mark:	Application No:	Filing Date:	Registration No:	Reg. Date:
DO WHAT'S RIGHT	75/634,237	03-Feb-1999	2,478,408	14-Aug-2001
STARBURST LOGO	75/365,880	30-Sep-1997	2,225,395	23-Feb-1999

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR ALLVAC)

Trademark:	Application No:	Filing Date:	Registration No:	Reg. Date:
ALLCORR	73/490,672	19-Jul-1984	1,331,659	23-Apr-1985
ALLVAC	72/220,815	10-Jun-1965	802,116	18-Jan-1966
NICKELVAC	72/223,208	13-Jul-1965	804,525	01-Mar-1966
RENE	72-218,519	11-May-1965	801,667	11-Jan-1966
SUPERTOUGH	76/225,026	15-Mar-2001	2,572,378	21-May-2002
VASCO	71/050,797	12-Jul-1910	81,928	16-May-1911
VASCOMAX	72/139,704	12-Mar-1962	747,470	02-Apr-1963

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR JESSOP STEEL COMPANY)

Trademark:	Application No:	Filing Date:	Registration No:	Reg. Date:
JESSOP ECON-O-MISER	171884	26-Jun-1963	769041	05-May-1964
JS700	73/325,819	31-Aug-1981	1,274,751	24-Apr-1984
K12	73/783,222	27-Feb-1989	1,567,965	28-Nov-1989

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR WAH CHANG)

Trademark:	Application No:	Filing Date:	Registration No:	Reg. Date:
CORROSION SOLUTIONS	76/261,660	23-May-2001	2,515,953	04-Dec-2001
OREMET	72/027,228	29-Mar-1957	654,342	12-Nov-1957
TOTAL CORROSION SOLUTIONS	76/261,123	23-May-2001	2,543,003	26-Feb-2002
WAH CHANG	74/332,784	19-Nov-1992	1,805,786	23-Nov-1993
ZIRCADYNE	73/320,647	27-Jul-1981	1,223,921	18-Jan-1983

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR ALLEGHENY LUDLUM CORPORATION)

Trademark:	Application No:	Filing Date:
PRECISION ROLLED STRIP	76/367,207	04-Feb-2002

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR ALLVAC)

Trademark:	Application No:	Filing Date:
718 +	76/501,466	27-Mar-2003
718 PLUS	76/501,497	27-Mar-2003
TJA-1537	76/218,091	01-Mar-2001

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR ALLEGHENY TECHNOLOGIES INCORPORATED)

Trademark Name:	Application No:	Filing Date:
ATI	76/505,810	11-Apr-2003
ATI AND STARBURST DESIGN	76/505,192	09-Apr-2003

SPECIALTY MATERIALS THAT MAKE OUR WORLD	76/309,018	04-Sept-2001
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PENDING U.S. TRADEMARK APPLICATIONS
ATTI PROPERTIES, INC.
(FOR WAH CHANG)

Trademark:	Application No:	Filing Date:
TOTAL CONTAINMENT SOLUTIONS	76/299,308	14-Aug-2001

PENDING U.S. TRADEMARK APPLICATIONS
ATTI PROPERTIES, INC.
(FOR JESSOP STEEL COMPANY)

Trademark:	Application No:	Filing Date:
MINIMISER	76/383,676	18-Mar-2002