

01-30-2004

Form PTO-1594

(Rev. 10/02)

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

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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):

Copperweld Corporation  
Copperweld Canada, Inc.

1.14-04

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 16 December 2003

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State of Delaware  
☐ 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) \_\_\_\_\_  
see Schedule IB. Trademark Registration No.(s) \_\_\_\_\_  
see Schedule IAdditional number(s) attached ☒ Yes ☐ No

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

Name: Brooke MacDonald

Internal Address: Wachtell Lipton Rosen &amp; Katz

Street Address: 51 West 2nd Street

City: New York State: NY Zip: 10019

## 6. Total number of applications and registrations involved: \_\_\_\_\_

19

7. Total fee (37 CFR 3.41) \$ 490.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

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

## 9. Signature.

Mitchell Garrett

Name of Person Signing

  
 Signature

14 January 2004

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



01-14-2004

U.S. Patent &amp; TMO/TM Mail Rpt Dt. #64

TRADEMARK  
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01 FC:6521  
02 FC:6522

01/29/2004 1757:09

01 FC:6521  
02 FC:6522

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**COPPERWELD CORPORATION**

**U.S. Trademarks**

<b>MARK</b>	<b>REG. (OR APP.) NO.</b>	<b>REG. DATE</b>
TUFFDOM 620	1,757,989	3/16/93
TUFFDOM 520	1,757,988	3/16/93
TUFFDOM	1,756,437	3/9/93
TASCOA	2,266,734	8/3/99
LASERTUBE	2,466,186	7/3/01
ALDOM	1,107,009	11/28/78
COPPERWELD (stylized)	620,666	2/7/56
COPPERWELD (stylized)	620,735	2/7/56
COPPERWELD (stylized)	620,228	1/31/56
COPPERWELD	1,066,603	5/31/77
TUFF TRACER	78/222,894 (application)	Filed 3/7/03
AWAC	799,776	12/07/05
METALLON (LOGO)	1,464,432	11/10/87
SHIPPED ON TIME WITH SAFETY IN MIND	1,938,993	11/28/95
REDKOTE and Design	1,548,858	7/25/89
KLEENKOTE	App # 78/324779	
WTC Logo and Design	2,059,012	5/6/97
IMO	2,216,396	1/5/99

**Foreign Trademarks**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
LASERTUBE	Canada	TMA540,675	2/1/01
LASERTUBE	Mexico	611,830	4/7/99
ARISTOS COPPERWELD & DESIGN	Austria	69,157	5/11/71
ARISTOS RECORD COPPERWELD DESIGN [Note: Registrant's name is misspelled, Register as Cooperweld]	Canada	TMDA039573	4/6/26

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**TRADEMARK  
REEL: 002905 FRAME: 0891**

MARK	COUNTRY	REG. NO.	REG. DATE
ARISTOS COPPERWELD & DESIGN	United Kingdom	B-468,338	3/22/82
COPPERWELD	Argentina	1,237,222	11/15/66
COPPERWELD	Argentina	1,513,569	3/31/94
COPPERWELD	Australia	B203,472	8/11/66
COPPERWELD	Australia	B203,473	8/11/69
COPPERWELD	Benelux	95,101	12/2/71
COPPERWELD	Brazil	1232/0601.7118	12/10/74
COPPERWELD	Bulgaria	7826	1/28/71
COPPERWELD [Note: Registrant's name is misspelled, Register as Cooperweld]	Canada	TMDA056868	3/13/33
COPPERWELD	Chile	499,676	12/23/97
COPPERWELD	Chile	487,860	2/7/67
COPPERWELD	Colombia	178,333	8/8/95
COPPERWELD	Colombia	63,846	2/25/67
COPPERWELD	Croatia	Z931272	6/25/83
COPPERWELD	El Salvador	14,372	1/5/67
COPPERWELD	Finland	50,367	6/20/97
COPPERWELD	France	1,346,043	8/2/66
COPPERWELD	Germany	616,935	12/4/50
COPPERWELD	Germany	886,501	2/1/97
COPPERWELD	India	B196,436	6/13/60
COPPERWELD	India	196,435B	6/13/60
COPPERWELD	Indonesia	183,216	7/11/84
COPPERWELD	Italy	475,942	8/2/66
COPPERWELD	Japan	1,212,621	8/2/76
COPPERWELD	Japan	1,743,484	1/23/85
COPPERWELD	Mexico	132,277	8/24/66
COPPERWELD	Mexico*	54,838	2/18/47
COPPERWELD	New Zealand	B82,094	8/30/66
COPPERWELD	New Zealand	B82,093	8/30/66
COPPERWELD	Norway	71,496	3/10/87
COPPERWELD	Norway	35,168	4/16/97
COPPERWELD	Peru	16,322	12/9/92
COPPERWELD	Peru	093,855	11/5/91
COPPERWELD	Philippines	13,500	1/25/68
COPPERWELD	Romania	2R6995	2/8/71
COPPERWELD	Slovenia	7,081,047	12/29/90
COPPERWELD	South Africa	1486/55	5/14/69
COPPERWELD	South Africa	1185/55/2	4/20/69
COPPERWELD	South Africa	1185/55/1	4/20/69

MARK	COUNTRY	REG. NO.	REG. DATE
COPPERWELD	Spain	514,104	4/18/68
COPPERWELD	Spain	514,105	4/22/68
COPPERWELD	Sweden	126,225	2/7/69
COPPERWELD	Switzerland	345,606	10/12/66
COPPERWELD	Taiwan	282,708	5/1/85
COPPERWELD	United Kingdom	B899,089	9/6/66
COPPERWELD	United Kingdom	B899,088	9/6/66
COPPERWELD	Venezuela	19,622	5/29/48
COPPERWELD	Venezuela	57,400	3/31/70
COPPERWELD	Bosnia – (Revalidation of Yugoslavian Reg. No. 20080)	20080	6/25/93
KLEENKOTE [Note: this TM is registered to Welded Tube Co. of America]	Canada	475,954	5/8/97
WTC & Design [Note: this TM is registered to Welded Tube Co. of America]	Canada	484,249	10/17/97
WELDED TUBE CO. OF AMERICA [Note: this TM is registered to Welded Tube Co. of America]	Canada	490,152	2/18/98
KLEENKOTE	Mexico	523,255	4/26/96
WELDED TUBE CO. OF AMERICA	Mexico*	527,339	6/1/96
WTC Logo	Mexico*	538,978	10/3/96
COPPERPLY	European Union Community Trademark	744045	6/7/99
COPPERPLY	India	Application	
COPPERPLY	Brazil	820908025	05/08/98

\* Unable to confirm

COPPERWELD CANADA INC.

**U.S. AND FOREIGN TRADEMARKS**

COUNTRY	APPLICA- TION NO.	REGISTRATION NO.	TRADEMARK	STATUS	FILE DATE	REGISTRATION DATE
US	76/081,161	2685251	MULTIWALL	REGISTERED	6/30/02	2/11/03
CANADA	1,060,538	TMA559,763	MULTIWALL	REGISTERED	5/25/00	3/27/02

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 16<sup>th</sup>, 2003, by Copperweld Corporation, a Delaware corporation ("Copperweld") and Copperweld Canada Inc., a company organized under the laws of the province of Ontario (each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for itself, Canadian Collateral Agent (as defined below), and Lenders (as defined below).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Term Loan dated as of the date hereof by and among Copperweld Corporation, a Delaware corporation ("Borrower"), the Persons named therein as Credit Parties, General Electric Capital Corporation, as Agent and Lender, General Electric Capital Canada Inc., as Canadian Collateral Agent ("Canadian Collateral Agent"), and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to amend and restate the Loans for the benefit of Grantors and the Borrower as provided for therein;

WHEREAS, Agent and Lenders are willing to amend and restate the Loans as provided for in the Credit Agreement and enter into the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the benefit of itself, Canadian Collateral Agent, and Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself, Canadian Collateral Agent, and the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself, Canadian Collateral Agent, and Lenders, a continuing security interest (subject to no other security interest other than that of the Agents, as defined in that certain Amended and Restated Credit Agreement dated as of December \_\_, 2003 among Copperweld Corporation, Copperweld Canada Inc., the other Credit Parties signatory thereto, the US Lenders and Canadian Lenders signatory thereto from time to time, General Electric Capital Corporation, General Electric Capital Canada Inc., and GECC Capital Markets Group, Inc.) in all of such Grantor's right, title and interest in, to and under the following,

whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, Canadian Collateral Agent, and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**COPPERWELD CORPORATION**

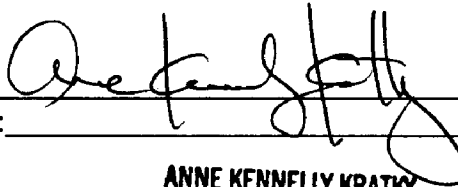
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COPPERWELD CANADA INC.**

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

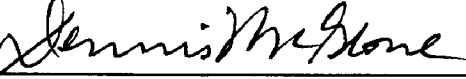
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**ANNE KENNELLY KRATKY**  
**Manager-Operations**

[Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

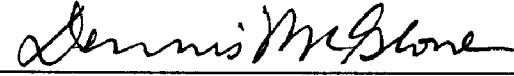
**COPPERWELD CORPORATION**

By: 

Name: Dennis McGlone

Title: President

**COPPERWELD CANADA INC.**

By: 

Name: Dennis McGlone

Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Trademark Security Agreement]



**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Pennsylvania)  
 ) ss.  
COUNTY OF Allegheny)

On this 16 day of December 2003 before me personally appeared Dennis McGlone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Copperweld Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

*Judith A. Tompkins*  
Notary Public, COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Judith A. Tompkins, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 27, 2007  
Member, Pennsylvania Association Of Notaries

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Pennsylvania)  
 ) ss.  
COUNTY OF Allegheny)

On this 16 day of December \_\_, 2003 before me personally appeared Dennis McGlone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Copperweld Canada Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

*Judith A. Tompkins*  
Notary Public, COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Judith A. Tompkins, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 27, 2007  
Member, Pennsylvania Association Of Notaries