

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type               |
|----------------------|----------|----------------|---------------------------|
| Reading Alloys, Inc. |          | 07/15/2004     | CORPORATION: PENNSYLVANIA |

**RECEIVING PARTY DATA**

|                        |                        |
|------------------------|------------------------|
| <b>Name:</b>           | Heller Financial, Inc. |
| <b>Street Address:</b> | 500 West Monroe Street |
| <b>City:</b>           | Chicago                |
| <b>State/Country:</b>  | ILLINOIS               |
| <b>Postal Code:</b>    | 60661                  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE  |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark                                    |
|----------------------|---------|--|
| Registration Number: | 2631788 | READING ALLOYS ADVANCED ENGINEERED MATERIALS |

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-981-3319  
 Email: mroberts@sidley.com  
 Correspondent Name: Elisabeth A. Evert; Esq.  
 Address Line 1: 717 North Harwood  
 Address Line 2: Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

|                                |               |
|--------------------------------|---------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 20607-30200   |
| <b>NAME OF SUBMITTER:</b>      | Susan Roberts |

**Total Attachments: 8**  
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, 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 make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable 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 the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each 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 including those referred to on Schedule I hereto, except any intent-to-use trademark application for which an amendment to allege use or statement of use has not been filed;

(b) all amendments to or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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 and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Trademark Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Trademark Security Agreement") and the Trademark Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Trademark 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 KB Alloys Assignment, the Reading Alloys Trademark Security Agreement and the RAI Enterprises Trademark 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, each 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.

KB ALLOYS, INC.  
KBA HOLDING, INC.  
KBA ENTERPRISES, INC.  
READING ALLOYS, INC.  
RAJ ENTERPRISES, INC.

By: *Richard J. Mallis*  
Name: Richard J. Mallis  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,  
as Agent

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

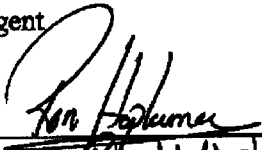
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.  
KBA HOLDING, INC.  
KBA ENTERPRISES, INC.  
READING ALLOYS, INC.  
RAI ENTERPRISES, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,  
as Agent

By:  \_\_\_\_\_  
Name: Ronald Hopkewich  
Title: VP

Trademark Security Agreement

TRADEMARK  
REEL: 002908 FRAME: 0307

**ACKNOWLEDGMENT OF GRATORS**

STATE OF Pennsylvania )

COUNTY OF Berks )

ss.

On this 15th day of July, 2004 before me personally appeared Richard J. Malliris, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc. KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Boards of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



*Francis K. Nitarci*  
Notary Public

Commonwealth Of Pennsylvania  
Notarial Seal  
Francis K. Nitarci, Notary Public  
South Heidelberg Twp., Berks County  
My Commission Expires June 17, 2007  
Member, Pennsylvania Association Of Notaries

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

| <u>Country</u> | <u>Trademark</u>  | <u>Reg. No.<br/>(Serial No.)</u> | <u>Date of Grant</u> | <u>Status</u>                                   |
|----------------|-------------------|----------------------------------|----------------------|---|
| USA            | Boral             | 992,339                          | 9/3/1974             | Renewal due 09/03/2004                          |
|                | Kawecki           | 1,465,140                        | 11/17/1987           | Renewal due 11/17/2007                          |
|                | KB Alloys, Inc.   | 1,523,171                        | 2/7/1989             | Renewal due 02/07/2009                          |
|                | Korrect Bar       | 1,926,276                        | 10/10/1995           | Renewal due 10/10/2005                          |
|                | Tibor             | 836,208                          | 10/3/1967            | Renewal due 10/03/2007                          |
|                | Ticar             | 1,702,399                        | 7/21/1992            | Renewal due 07/21/2012                          |
|                | Tital             | 846,123                          | 3/19/1968            | Renewal due 03/19/2008<br>8 & 15 due 11/21/2006 |
|                | Strobar           | 2,406,293                        | 11/21/2000           | Renewal due 11/21/2010                          |
|                | New KB Orbit Logo |                                  |                      | Pending   |
| Argentina      | Boral             | 1,586,459                        | 12/27/1995           | Renewal due 12/27/2005                          |
|                | Tibor             | 1,495,370                        | 12/30/1993           | Renewal due 12/30/2013                          |
|                | Ticar             | 1,606,176                        | 7/15/1993            | Renewal due 07/15/2006                          |
|                | Tital             | 1,495,372                        | 12/30/1993           | Renewal due 12/30/2013                          |
| Australia      | Boral             | B275631                          | 1/23/1974            | Renewal due 01/23/2009                          |
|                | Kawecki           | A466378                          | 6/30/1987            | Renewal due 06/03/2008                          |
|                | Multiplex         | B532575                          | 4/11/1990            | Renewal due 04/11/2007                          |
|                | Tibor             | A450615                          | 5/24/1989            | Renewal due 08/20/2007                          |
|                | Ticar             | 541817                           | 9/10/1990            | Renewal due 09/10/2007                          |
|                | Tital             | A450614                          | 5/24/1989            | Renewal due 08/20/2007                          |
| Benelux        | Kawecki           | 430799                           | 3/27/1987            | Renewal due 03/27/2007                          |
|                | Tibor             | 430203                           | 3/27/1987            | Renewal due 03/27/2007                          |
|                | Tital             | 430798                           | 3/27/1987            | Renewal due 03/27/2007                          |
| Brazil         | Boral             | 6279813                          | 4/10/1976            | Renewal due 04/09/2006                          |
|                | Tibor             | 816192499                        | 12/1/1992            | Renewal due 12/01/2012                          |
|                | Ticar             | 815749481                        | 4/21/1992            | Renewal due 04/20/2012                          |
|                | Tital             | 816192502                        | 12/1/1992            | Renewal due 12/01/2012                          |
| Canada         | Boral             | 206942                           | 5/9/1975             | Renewal due 05/09/2005                          |
|                | Tibor             | 154912                           | 1/5/1968             | Renewal due 01/15/2013                          |
|                | Ticar             | 404808                           | 11/13/1992           | Renewal due 11/13/2007                          |
|                | Tital             | 157255                           | 6/14/1968            | Renewal due 06/14/2013                          |
| France         | Tibor             | 1498898                          | 3/20/1987            | Renewal due 03/20/2007                          |
|                | Ticar             | 1721378                          | 9/11/1990            | Renewal due 09/10/2010                          |
|                | Tital             | 13136607                         | 5/7/1991             | Renewal due 12/12/2011                          |
| Germany        | Boral             | 928741                           | 2/20/1974            | Renewal due 02/19/2014                          |
|                | Ticar             | 2085517                          | 12/31/1990           | Renewal due 12/31/2010                          |
|                | Tibor             | 1116438                          | 1/12/1988            | Renewal due 04/03/2007                          |
|                | Tital             | 2051367                          | 12/7/1993            | Renewal due 05/31/2011                          |



**KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (Cont'd)**

| <u>Country</u> | <u>Trademark</u> | <u>Reg. No.<br/>(Serial No.)</u> | <u>Date of Grant</u> | <u>Status</u>          |
|----------------|------------------|----------------------------------|----------------------|------------------------|
| Great Britain  | Boral            | 1304978                          | 3/24/1994            | Renewal due 03/24/2008 |
|                | Multiplex        | 1427132                          | 11/27/1989           | Renewal due 11/27/2006 |
|                | Tibor            | 888337                           | 12/17/1965           | Renewal due 12/17/2010 |
|                | Tibor            | 1400012                          | 9/30/1989            | Renewal due 09/30/2006 |
|                | Ticar            | 1439344                          | 4/10/1990            | Renewal due 04/10/2007 |
|                | Tital            | 1463083                          | 5/2/1991             | Renewal due 05/02/2008 |
| Hungary        | Kawecki          | 126613                           | 4/13/1989            | Renewal due 04/13/2007 |
|                | Tibor            | 126612                           | 11/30/1987           | Renewal due 11/30/2007 |
|                | Tital            | 127162                           | 9/2/1988             | Renewal due 04/13/2007 |
|                | Tibor            | 810647                           | 4/13/2000            | Renewal due 08/12/2007 |
|                | Ticar            | 603015                           | 8/24/1993            | Renewal due 09/21/2010 |
|                | Tital            | 609469                           | 11/17/1993           | Renewal due 11/17/2013 |
| Japan          | Tibor            | 2580162                          | 9/30/1993            | Renewal due 09/30/2013 |
|                | Ticar            | 2517048                          | 3/31/1993            | Renewal due 03/31/2013 |
| Mexico         | Boral            | 448231                           | 12/15/1993           | Renewal due 12/07/2012 |
|                | Tibor            | 447080                           | 11/24/1993           | Renewal due 12/07/2012 |
|                | Ticar            | 434793                           | 5/27/1993            | Renewal due 12/07/2012 |
|                | Tital            | 484377                           | 2/24/1995            | Renewal due 12/07/2012 |
| New Zealand    | Boral            | 107042                           | 1/25/1974            | Renewal due 01/25/2009 |
|                | Kawecki          | 185595                           | 7/14/1988            | Renewal due 07/14/2009 |
|                | Multiplex        | B201153                          | 11/27/1989           | Renewal due 11/27/2010 |
|                | Tibor            | 209881                           | 5/1/1991             | Renewal due 05/01/2012 |
|                | Ticar            | 204887                           | 4/10/1990            | Renewal due 04/10/2011 |
|                | Tital            | 209911                           | 5/25/1991            | Renewal due 05/02/2012 |
| Norway         | Boral            | 97694                            | 12/2/1976            | Renewal due 05/02/2012 |
|                | Tibor            | 135268                           | 2/2/1989             | Renewal due 02/02/2009 |
|                | Ticar            | 148,719                          | 1/16/1992            | Renewal due 01/16/2012 |
|                | Tital            | 153668                           | 12/10/1992           | Renewal due 12/10/2012 |
| Spain          | Tibor            | 1189447                          | 3/21/1988            | Renewal due 03/21/2008 |
| Sweden         | Boral            | 155650                           | 6/4/1976             | Renewal due 06/04/2006 |
|                | Tibor            | 215741                           | 2/9/1990             | Renewal due 02/09/2010 |
|                | Ticar            | 237020                           | 6/26/1992            | Renewal due 06/26/2012 |
|                | Tital            | 254733                           | 1/28/1994            | Renewal due 01/28/2014 |
| Switzerland    | Boral            | 269744                           | 2/19/1974            | Renewal due 02/19/2014 |
|                | Kawecki          | 356625                           | 12/7/1987            | Renewal due 07/30/2007 |
|                | Multiplex        | 382915                           | 4/11/1990            | Renewal due 04/11/2010 |
|                | Tibor            | 356626                           | 12/17/1987           | Renewal due 07/03/2007 |
|                | Ticar            | 384414                           | 9/11/1990            | Renewal due 09/11/2010 |
|                | Tital            | 389610                           | 5/2/1991             | Renewal due 05/02/2011 |
| Venezuela      | Boral            | P177028                          | 7/10/1995            | Renewal due 07/10/2005 |
|                | Tibor            | 167,257                          | 8/19/1994            | Renewal due 08/19/2014 |
|                | Tibor            | 23758-91                         | 8/19/1994            | Renewal due 08/19/2014 |
|                | Ticar            | (16037-90)                       | 3/18/1994            | Renewal due 03/18/2014 |
|                | Tital            | F-156830                         | 11/1/1994            | Renewal due 11/01/2014 |

**READING ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

| Country   | Mark  | Registration No. | Registration Date | Renewal Date |  |
|---|---|------------------|-------------------|--------------|--|
| European Community  | READING ALLOYS<br>ADVANCED ENGINEERED<br>MATERIALS & Design | 2,368,835        | 9/7/2001          | 9/7/2011     |  |
| Canada  |   | TMA601,032       | 1/30/2004         | 1/30/2019    |  |
| Russian Federation  |   | 253,092          | 8/15/2003         | 4/1/2012     |  |
| United States   |   | 2,631,788        | 10/8/2002         | 10/8/2012    |  |
| Australia   |   | 888,340          | 2/6/2002          | 9/7/2011     |  |
| United Kingdom  |   | 2,280,135        | 9/7/2001          | 9/7/2011     |  |
| South Korea   |   | 0534074          | 11/1/2002         | 11/1/2012    |  |
| China   |   | 2015192          | 11/28/2002        | 11/28/2012   |  |
| Ukraine (Application filed 7/24/2002, application number 2002076202.) |   |                  |                   |              |  |

**RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

| Country       | Mark                          | Registration No.     | Renewal Date |
|---------------|-------------------------------|----------------------|--------------|
| United States | READING ALLOYS, INC. & Design | 779,210              | 10/27/2004   |
|               | READING ALLOYS, INC. & Design | 1,367,307            | 10/29/2005   |
|               | READING ALLOYS & Design       | 908,424 <sup>1</sup> | 2/23/2001    |
| Austria       | READING ALLOYS, INC. & Design | 108,679              | 3/31/2005    |
| Canada        | READING ALLOYS & Design       | 324,925 <sup>1</sup> | 3/20/2002    |
| France        | READING ALLOYS & Design       | 1,291,935            | 12/4/2004    |
| Germany       | READING ALLOYS & Design       | 1,111,391            | 5/31/2005    |
| Japan         | READING ALLOYS & Design       | 1,908,499            | 11/27/2006   |

<sup>1</sup>Inactive