

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAI Enterprises, Inc.		07/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	73489997	READING ALLOYS INC.
Serial Number:	72358087	READING ALLOYS
Serial Number:	72174237	READING ALLOYS INC.

CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

ATTORNEY DOCKET NUMBER:	20607-30200
NAME OF SUBMITTER:	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.
RAI ENTERPRISES, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

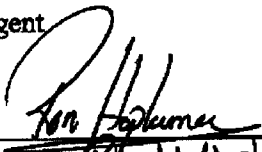
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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: 0317

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 Irlsdale 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. (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 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. (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 ADVANCED ENGINEERED 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 ¹	2/23/2001
Austria	READING ALLOYS, INC. & Design	108,679	3/31/2005
Canada	READING ALLOYS & Design	324,925 ¹	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

¹Inactive