

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
Hickman, Williams & Company		07/23/2004	CORPORATION: DELAWARE
Hickman, Williams & Company of Kentucky		07/23/2004	CORPORATION: KENTUCKY
Hickman, Williams Canada, Inc.		07/23/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1113402	ELECTRO STEEL
Registration Number:	1874452	TECHNI-GRAPH
Registration Number:	2188173	PIF
Registration Number:	2188174	AMAC
Registration Number:	0636316	CALOY

CORRESPONDENCE DATA	
Fax Number:	(513)381-0205
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	5133812838
Email:	bayliss@taftlaw.com
Correspondent Name:	Linda D. Bayliss, Paralegal
Address Line 1:	Suite 1800; 425 Walnut Street
Address Line 4:	Cincinnati, OHIO 45202

CH \$140.00 1113402

NAME OF SUBMITTER:

Linda D. Bayliss

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of the 23rd day of July 2004, by **HICKMAN, WILLIAMS & COMPANY**, a Delaware corporation whose address is 250 E. Fifth Street, Suite 600, Cincinnati, Ohio 45202, **HICKMAN, WILLIAMS & COMPANY OF KENTUCKY**, and **HICKMAN, WILLIAMS CANADA, INC.** (collectively, the "Debtor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, whose address is 425 Walnut Street, Cincinnati, Ohio 45202, as agent for itself and the other financial institutions listed on the signature page of the Loan Agreement ("Secured Party"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as hereafter defined).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties, along with the certain other co-lenders, to a certain Amended and Restated Loan Agreement dated as of even date herewith (which Agreement, as the same may be renewed, supplemented, amended, and/or restated from time to time, is hereinafter referred to as the "Loan Agreement"), which Loan Agreement provides (i) for the Secured Party and such co-lenders to, subject to various terms and conditions, extend credit to Debtor and (ii) for the grant by Debtor to Secured Party, as agent for itself and such other co-lenders, of a security interest in and lien against Debtor's intangible assets, including without limitation, its patents, patent applications, trademarks (which term as used herein shall be construed as including service marks), trademark applications, trademark registrations, trade names, copyrights, copyright registrations, copyright applications, trade secrets, goodwill and licenses, and its tangible assets such as would be necessary to permit a transferee effectively to utilize any of its intangible assets and the business or products with which they are associated.

WHEREAS, Hickman, Williams & Company and Secured Party entered into a Mortgage of Intellectual Property and Licenses dated June 7, 1995, as supplemented (the "IP Mortgage"). The purpose of this Intellectual Property Security Agreement is to supplement the Mortgage. The Mortgage is not in any way modified or released and remains in full force and effect.

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, Debtor agrees as follows:

1. Grant of Security Interest. To secure the Debtor's prompt, punctual and faithful performance of all and each of the Obligations, the Debtor grants to the Secured Party a continuing first priority security interest in all of the right, title and interest of the Debtor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) all of the Debtor's present and future copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and copyright applications listed on Schedule A attached hereto and made a part of this Intellectual Property Security Agreement, and (i) all renewals and extensions thereof, (ii) all income, royalties, damages and other rights to payment now or in the future due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) all right, title and interest in any and all present and future license agreements with respect thereto, including, without limitation, the rights to income or royalties from such licenses, (iv) the right to sue and recover for past, present, and future infringements thereof, (v) all other rights accruing under or pertaining thereto throughout the world, and (vi) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Copyrights");

(b) all of the Debtor's patents and patent applications, domestic or foreign, and the inventions and improvements claimed therein, including, without limitation, the patents and patent applications listed in Schedule B attached hereto and made a part of this Intellectual Property Security Agreement, and (i) the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) all income, royalties, damages and payments now or in the future due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights to sue for past, present or future infringements thereof, (iv) all right, title and interest in any and all present and future license agreements with respect thereto between the Debtor and any other party, regardless of whether the Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of the Debtor of any kind or nature, arising from or associated therewith not otherwise described above, and (vii) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Patents");

(c) all of the Debtor's federal, state (including common law) and foreign trademarks, service marks and trade names, and all applications for registration of such trademarks, service marks and trade names filed under section 1(a) of the Trademark Act, 15 U.S.C. § 1051(a), or section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b) for which a statement of use has been filed, the assignment of an interest in which would not result in an invalidation of the registration, including, without limitation, the trademark, service mark and trade names, and the applications and registrations listed in Schedule C attached hereto and made a part of this Intellectual Property Security Agreement, and (i) renewals or extensions thereof, (ii) all income, royalties, damages and payments now due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all right, title and interest in any and all present and future license agreements with respect thereto between the Debtor and any other party, regardless of whether the Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto

throughout the world, (vi) all general intangibles and all intellectual or other similar property of the Debtor of any kind or nature, arising from or associated therewith and not otherwise mentioned above, (vii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor symbolized by and connected therewith, and (viii) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trademarks");

(d) all of the Debtor's trade secrets, formulas, processes, devices, know-how or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), which are not available to others and which are maintained as confidential by the Debtor, and (i) the right to prevent misappropriation and unauthorized disclosures thereof, (ii) the right to sue for such past, present and future misappropriations or unauthorized disclosures, and (iii) all right, title and interest in any and all present and future license agreements with respect thereto between the Debtor and any other party, regardless of whether the Debtor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iv) all other rights and interests corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trade Secrets");

(e) all of the Debtor's rights, title and interest in any domain name or any application or registration of any domain name including, without limitation, the domain names listed in Schedule D attached hereto and made a part of this Intellectual Property Security Agreement, and (i) the right to sue for any past, present or future violation of the rights associated therewith, (ii) all right, title and interest in any and all present and future license agreements with respect thereto between the Debtor and any other party, regardless of whether the Debtor is a licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iii) all other rights and interests corresponding thereto throughout the world, and (iv) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Domain Names"); and

(f) all license agreements with respect to any of the Patents, Trademarks, Copyrights, Trade Secrets, Domain Names or any other patent, trademark, trade name, copyright, trade secret or domain name, or any application or registration thereof, between the Debtor and any other party, whether the Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and (i) renewals, extensions or amendments thereof, (ii) all income, damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Licenses").

The Debtor agrees that this Intellectual Property Security Agreement shall create a continuing security interest in the Intellectual Property Collateral unless terminated in accordance with Section 12.

2. Representations and Warranties. The Debtor represents, warrants to and agrees with the Secured Party that:

(a) the Intellectual Property Collateral listed in Schedules A-E, respectively, constitute all of the registered Copyrights, Patents, Trademarks, Domain Names, and Licenses now owned by the Debtor;

(b) the Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(c) to the best of Debtor's knowledge, all of the Intellectual Property Collateral is valid and enforceable, and the Debtor's use thereof does not infringe upon the intellectual property rights of any third party;

(d) the Debtor is the owner of an unencumbered right, title and interest in and to all of the Intellectual Property Collateral, free and clear of any liens, charges, and encumbrances, including, without limitation, exclusive and non-exclusive licenses (except for such licenses referred to as "Licenses" above), consent-to-use agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the authority to make and will continue to have authority to perform, the Intellectual Property Security Agreement according to its terms;

(f) the Intellectual Property Security Agreement does not violate and is not in contravention of any other agreement to which the Debtor is a party or any judgment or decree by which the Debtor is bound and does not require any consent under any other agreement to which the Debtor is a party or by which it is bound;

(g) the Debtor has adopted all of the Trademarks and all of such Trademarks have been used and are currently being used in interstate commerce in connection with the Debtor's business;

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to the Intellectual Property Collateral;

(i) the Debtor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure; and

(j) the Licenses, complete copies of each of which have been provided to the Secured Party, are valid and binding agreements enforceable according to their terms (subject to applicable law) and each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

3. Covenants. The Debtor covenants and agrees with the Secured Party, that from and after the date of this Intellectual Property Security Agreement and until its termination:

(a) The Debtor shall notify the Secured Party immediately if it knows that any application or registration relating to any of the Intellectual Property Collateral (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Debtor's ownership of any Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

(b) If the Debtor shall obtain rights to any new patents, trademarks, copyrights, trade secrets, domain names or licenses, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto, and the Debtor shall give prompt notice in writing thereof to the Secured Party. The Debtor authorizes the Secured Party to modify this Intellectual Property Security Agreement or amend the Schedules hereto to include any such additional rights in patents, trademarks, copyrights, trade secrets, domain names or licenses. However, a failure to so modify the Intellectual Property Security Agreement or the Schedules thereto shall in no way affect, invalidate or detract from the Secured Party's continuing security interest in all of the Intellectual Property Collateral, whether or not listed in the Schedules thereto.

(c) The Debtor shall take all actions necessary or reasonably requested by the Secured Party to file, maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications with respect to any existing or future unregistered, but material, copyrightable works and trademarks, applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference and cancellation proceedings, and provide notice in writing to the Secured Party of such actions.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the Debtor shall notify the Secured Party promptly, but no more than three (3) business days after the Debtor learns thereof. The Debtor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution, and shall take such other actions as the Secured Party reasonably shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

4. Power of Attorney. The Debtor hereby irrevocably grants the Secured Party for its benefit a power of attorney to act as the Debtor's attorney-in-fact, with full authority in the name, place and stead of the Debtor, from time to time and in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party deems reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the authority to do the following:

(a) modify or amend (in sole discretion of the Secured Party and

without first obtaining the Debtor's approval of or signature thereto) any of the Schedules hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefore) acquired by the Debtor after the execution of this document or to delete any reference to any Intellectual Property Collateral in which the Debtor no longer has or claims any right, title or interest; and

(b) execute, file and pursue (in the sole discretion of the Secured Party and without first obtaining the Debtor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form, or other document in order to perfect, maintain, continue, or otherwise protect the Secured Party's interest or the Debtor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the Intellectual Property Collateral without the signature of the Debtor unless prohibited by applicable law.

The foregoing Power of Attorney is coupled with an interest and is irrevocable.

5. Supplement to Security Agreement. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Debtor and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or its related documents, the provisions of the Loan Agreement or its related documents shall govern.

6. Assignment. Upon the occurrence of an Event of Default, the Debtor shall execute and deliver to the Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Secured Party.

7. Binding Effect. This Intellectual Property Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor, the Secured Party, and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

8. Governing Law. This Intellectual Property Security Agreement shall be governed by the law of the state of Ohio, except as required by mandatory provisions of law or to

the extent the validity, perfection, or priority of the security interests hereunder, in respect of any Intellectual Property Collateral, are governed by the law of a jurisdiction other than Ohio.

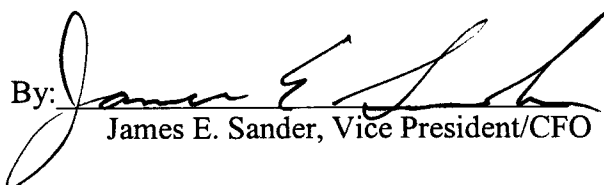
9. Modification. Neither this Intellectual Property Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties or as provided for in Sections 3(b) and 4(a) of this Intellectual Property Security Agreement.

10. Counterparts and Signatures. This Intellectual Property Security Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Intellectual Property Security Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Intellectual Property Security Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Intellectual Property Security Agreement as to the parties and may be used in lieu of the original Intellectual Property Security Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

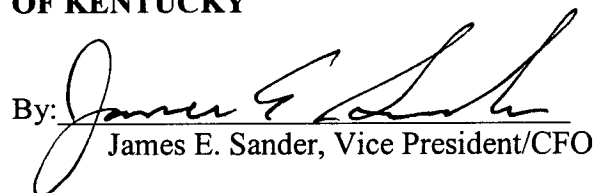
11. Termination. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to each of the Debtors) upon satisfaction of the following conditions: (a) payment and performance in full of the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Secured Party (at the Debtor's request and sole expense) will promptly execute and deliver to the Debtor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Debtor may reasonably request and provide to the Secured Party to evidence such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, through their duly appointed officers, as of the date first written above.

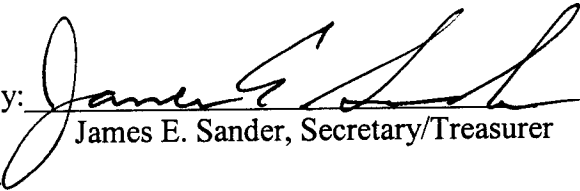
HICKMAN, WILLIAMS & COMPANY

By: 
James E. Sander, Vice President/CFO

**HICKMAN, WILLIAMS & COMPANY
OF KENTUCKY**

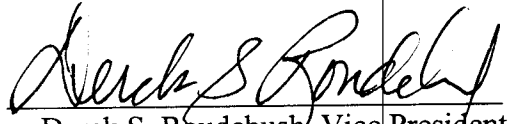
By: 
James E. Sander, Vice President/CFO

HICKMAN, WILLIAMS CANADA, INC.

By: 
James E. Sander, Secretary/Treasurer

Accepted and agreed to as of
the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By: 
Derek S. Roudebush, Vice President

SCHEDULE A

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

PATENTS

PATENTS:

Title	Patent No.	Date of Issue	Inventor	Expiration Date
1. Method and Apparatus for Controlling the Composition of a Molten Metal Bath	5,082,044	1-21-92	Henning J. Christian	1-21-2112
2. Apparatus for Feeding Material Into a Molten Stream	5,129,629	7-14-92	Henning J. Christian	7-14-2112
3.				
4.				
PATENTS PENDING:				
Title	Application No.		Date of Filing	Inventor

SCHEDULE C

TRADEMARK APPLICATIONS AND REGISTRATIONS

REGISTERED MARKS:

Mark	Registration No.	Jurisdiction (State or County)	Date of Issue	Expiration Date
<i>H/W & Co.</i>				
1. Electro Steel	1,113,402	Federal	Renewed 2-20-99	2-20-2009
2. Techni-Graph	1,874,452	Federal	01-17-95	01-17-2005
3. PIF	2,188,173	Federal	09-08-98	09-08-2008
4. AMAC	2,188,174	Federal	09-08-98	09-08-2008
<i>H/W Canada</i>				
1. Techni-Carb	TMA 269,777	Federal File 271284	08-27-97	06-04-2012
2. Techni-Carb Design	TMA 282,210	Federal File 476158	01-07-99	10-21-2013
3. CAMACO	TMA 273,272	Federal File 483589	05-01-98	10-29-2012
4. Electro Steel	TMA 270,894	Federal File 471283	10-10-97	07-09-2012
5. Electro Steel	Design TMA 271,227	Federal File 474433	10-10-97	07-23-2012
6. Logo	TMA 528,866	Federal File 897651	06-08-00	06-08-2015
7. Name	TMA 530,230	Federal File 897652	07-19-00	06-19-2015
<i>H/W Kentucky</i>				
Caloy	636,316	Federal	Renewal 10-30-96	10-30-2006

SCHEDULE D

DOMAIN NAMES

1. hicwilco.com

SCHEDULE E

LICENSES

None.