

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
Union Metal Holding Corp.		04/21/2005	CORPORATION: DELAWARE
Union Metal Corporation		04/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National City Business Credit, Inc.		
Street Address:	1965 East Sixth Street		
Internal Address:	4th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0430819	UNION METAL	
Registration Number:	0429452	MARBELITE	
Registration Number:	0238512	UNION METAL'	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	cremonesevj@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Michael L. Dever		

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Signature:	/Michael L. Dever/
Date:	04/25/2005
Total Attachments: 10 source=national city-union metal assignment#page1.tif source=national city-union metal assignment#page2.tif source=national city-union metal assignment#page3.tif source=national city-union metal assignment#page4.tif source=national city-union metal assignment#page5.tif source=national city-union metal assignment#page6.tif source=national city-union metal assignment#page7.tif source=national city-union metal assignment#page8.tif source=national city-union metal assignment#page9.tif source=national city-union metal assignment#page10.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of April 21, 2005 is entered into by and between **UNION METAL HOLDING CORP.** and **UNION METAL CORPORATION**, each a Delaware corporation (individually each a "Pledgor", and collectively, the "Pledgors") and **NATIONAL CITY BUSINESS CREDIT, INC.**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among the Pledgors, as borrowers, the Lenders, the Agent, and the Issuer (all as defined in the Loan Agreement), Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgors' present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by the Pledgors, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Note or

any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrowers or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Hedging Contract provided by the Agent, such Lenders or such Affiliates pursuant to the Loan Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Note, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, the Pledgors hereby grant and convey a security interest to Agent in the entire right, title and interest of the Pledgors in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgors covenant and warrant that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgors' knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, the Pledgors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgors not to sue third persons;

(d) the Pledgors have the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to the Pledgors or, to the knowledge of the Pledgors, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgors have used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) the Pledgors have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) the Pledgors will not change their state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) the Pledgors will not change their name without providing thirty (30) days prior written notice the Agent; and

(j) the Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not one of the Pledgors, or (ii) sell all or substantially all of its assets.

4. The Pledgors agree that, until all of the Debt shall have been satisfied in full, neither Pledgor will enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgors' obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except the Pledgors may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of the Pledgors' products.

5. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances have terminated, and all Letters of Credit have terminated, the Pledgors shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgors shall give to Agent prompt notice thereof in writing. The Pledgors and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without

limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that the Pledgors may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to the Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, the Pledgors hereby authorize and empower Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as the Pledgors' true and lawful attorney-in-fact, with the power to endorse the Pledgors' name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Pledgors acknowledge and agree that (i) the power of attorney herein granted shall in no way be construed as to benefit the Pledgors; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of the Pledgors; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt, all the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of

this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. The Pledgors shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. The Pledgors shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, the Pledgors may in their reasonable discretion elect to maintain their trademarks and copyrights on a common law basis, rather than filing for registration. In addition, the Pledgors shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file their patents, trademarks or copyrights on an international basis.

11. The Pledgors shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by the Pledgors.

12. No course of dealing between the Pledgors and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this 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 clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. The Pledgors hereby irrevocably submit to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. The Pledgors hereby waive to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgors acknowledge and agree that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of the Pledgors shall constitute effective and binding execution and delivery hereof by the Pledgors.

20. EXCEPT AS PROHIBITED BY LAW, THE PLEDGORS HEREBY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notice] of the Loan Agreement.

22. The Pledgors acknowledge and agree that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors is required to deliver hereunder, (iii) to obtain copies of

agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the Pledgors have appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgors agree that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

UNION METAL HOLDING CORP.


By: *L. Michael Yukich*
Name: L. MICHAEL YUKICH
Title: V.P. FIN. / CEO / TREAS.

UNION METAL CORPORATION

By: *L. Michael Yukich*
Name: L. MICHAEL YUKICH
Title: V.P. FIN. / CEO

[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

NATIONAL CITY BUSINESS CREDIT, INC.,
as Agent

By: 
Name: MICHAEL FINE
Title: DIRECTOR

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PATENTS

Patent	Patent/Serial Number	Country	Company Name Held in	Issue Date
Tapered Tube Manufacturing Apparatus & Process	5,862,694	U.S.	Inventor: Vincent R. Horning Assignee: Union Metal Corporation	1-26-99

TRADEMARKS

Trademark	Registration Serial Number	Country	Company Name Held In	Issue Date
Union Metal Trademark	430,819	U.S.	Union Metal Corporation	6/24/47
Marbelite Trademark	429,452	U.S.	Union Metal Corporation	4/29/47
Union Metal and Design Trademark	238,512	U.S.	Union Metal Corporation	2/7/28