

04-25-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



MRD
4.22.2005 RE 102881478
TRADEMARK OFFICE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Timminco Corporation

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 15, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: Suite 3400

Street Address: One South Wacker Drive

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship U.S.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0722803 0550223 0638347

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

April 21, 2005

Date

04/26/2005 DBYRNE 00000007 0722803 Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521
02 FC:8522

40.00 Fee of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/26/2005 DBYRNE 00000008 0722803

01 FC:8523

120.00 DP

TRADEMARK
REEL: 003075 FRAME: 0589

TRADEMARK SECURITY AGREEMENT

WHEREAS, TIMMINCO CORPORATION, a Delaware corporation ("Grantor"), owns the Trademarks (as hereinafter defined), the Trademark registrations and recordings and the Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Timminco Corporation, as Borrower, has entered into that certain Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with, among others, Grantor as well as Bank of America, N.A., as agent (the "Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), and the other Lenders parties thereto from time to time, providing for the Lenders to make available to the Borrower certain term and revolving credit facilities on the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Security Agreement and a General Security Agreement, both dated as of the date hereof (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively the "Security Agreements"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for its own benefit and for the benefit of Lenders, a security interest in substantially all the present and after acquired assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as hereinafter defined), and all proceeds thereof, to secure the payment of the "Obligations" (as defined in the Credit Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all Obligations of Grantor, Grantor does hereby mortgage, pledge and hypothecate to Grantee for its own benefit and for the benefit of Lenders, and does hereby grant to Grantee for its own benefit and for the benefit of Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (1) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations made by Grantor, recordings and applications with the Canadian Intellectual Property Office and the United States Patent and

Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule 1 hereto and all reissues, extensions or renewals thereof;

(2) all Trademark licenses to which Grantor is a party and other agreements providing Grantor with the right to use any of the items described in clause (1), including each Trademark license referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license;

(3) all right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (1), and to the extent applicable, clause (2); and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of Grantee in the Trademark Collateral relating to the Trademarks referred to in Part 1 of Schedule 1 annexed hereto with the Canadian Intellectual Property Office and recording a security interest of Grantee in the Trademark Collateral relating to the Trademarks referred to in Part 2 of Schedule 1 annexed hereto with the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreements and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir demandé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[remainder of page intentionally blank]

TIMMINCO

007

15 Apr 05 01:49p Tim Pretzer

905-271-5489

p.7

04/15/05 13:25 FAX 418 384 3451

TIMMINCO

008

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15 day of April, 2005.

TIMMINCO CORPORATION

By: [Signature]
Name: TIM R. PRATZER
Title: PRESIDENT & CEO

By: [Signature]
Name: KEITH S. D'SOUZA
Title: V.P. & SECRETARY

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Timminco Corporation
Trademark Security Agreement]
S-1

CHV58874.1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this ____ day of April, 2005.

TIMMINCO CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: *Debra A. Rathberger*
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Timminco Corporation
Trademark Security Agreement]
S-1

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

OWNER	TRADE-MARK	SERIAL NO.	REGISTRATION NO.
Timminco Corporation	GALVOROD	72106066	0722803
Timminco Corporation	GALVOLUME	71605412	0550223
Timminco Corporation	GALVOMAG	71694862	0638347

FOREIGN TRADEMARK REGISTRATIONS

OWNER	TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
Timminco Corporation, a Delaware corporation	GALVOLUME	0247332	TMA113,577
Timminco Corporation, a Delaware corporation	GALVOROD	0259474	TMA121,582
Timminco Corporation, a Delaware corporation	GALVOMAG	0247334	TMA113,579

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

I-1

CH756574.2

DOCSMTL: 1756415\2

RECORDED: 04/22/2005

**TRADEMARK
REEL: 003075 FRAME: 0595**