

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aerodyne Alloys, LLC		04/28/2005	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe, 12th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78598952	AERODYNE ALLOYS YOUR SOURCE FOR SPECIALTY METALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)602-8670		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-888-4000		
<b>Email:</b>	lvirts@hunton.com		
<b>Correspondent Name:</b>	Greta T. Griffith, Esq.		
<b>Address Line 1:</b>	Suite 4100, 600 Peachtree St., N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Greta T. Griffith		
<b>Signature:</b>	/s/Greta T. Griffith/		
<b>Date:</b>	05/10/2005		

CH \$40.00 78598952

Total Attachments: 4

source=AerodyneTSA#page1.tif

source=AerodyneTSA#page2.tif

source=AerodyneTSA#page3.tif

source=AerodyneTSA#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2005, by AERODYNE ALLOYS, LLC, an Alabama limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of March 4, 2005, by and among Grantor, the other Persons named therein as Credit Parties, 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 and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, in connection with the execution by Grantor and the other Credit Parties of the Credit Agreement, Grantor and the other Borrowers executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Borrowers' Security Agreement, dated as of March 4, 2005 (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 Security Agreement, Grantor is required to 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

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

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. 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 terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

AERODYNE ALLOYS, LLC, an Alabama limited liability company

By: O'Neal Steel, Inc., its sole member

By: M. Valenta  
Name: Mary T. Valenta  
Title: Senior Vice President

Address:  
744 41<sup>st</sup> Street North  
Birmingham, AL 35222

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: M. McAlpine  
Name: Matthew N. McAlpine  
Title: Duly Authorized Signatory

500 West Monroe, 12th Floor  
Chicago, Illinois 60661

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALABAMA     )  
  ) ss.  
COUNTY OF JEFFERSON )

On this 28<sup>th</sup> day of April, 2005, before me personally appeared Mary T. Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of O'Neal Steel, Inc., the sole member of Aerodyne Alloys, LLC, who being by me duly sworn did depose and say that she is an authorized officer of O'Neal Steel, Inc., that the said instrument was signed on behalf of O'Neal Steel, Inc. as the sole member of Aerodyne Alloys, LLC, and that she acknowledged said instrument to be the free act and deed of O'Neal Steel, Inc., the sole member of Aerodyne Alloys, LLC.

Cynthia C. Russell  
Notary Public

[Notarial Seal]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Serial No.</u>
Aerodyne Alloys Your Source For Specialty Metals	March 31, 2005		78598952