

4/20/05

05-11-2005



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

103000176

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ormet Aluminum Mill Products Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: U.S. Bank, National Association

Internal Address:

Street Address: 60 Livingston Avenue

City: St. Paul State: MN Zip: 55104

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Bank

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1 April 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) none

B. Trademark Registration No.(s) see Exhibit B

Additional number(s) attached Yes No

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

Name: Gary Sherman

Internal Address:

Continental Corporate Services, Inc.

Street Address: 189 Franklin Avenue

City: Nutley State: NJ Zip: 07110

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) \$465.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mitchell L. Garrett

Name of Person Signing

Signature

26 April 2005

Date

05/11/2005 BBYRNE 00000135 1982267

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

01 FC:8521 02 FC:8522

40.00 UP 425.00 OP

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



04-26-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK

REEL: 003158 FRAME: 0799

**Exhibit A****Trademarks**

<b><u>Trademark/Trade Name</u></b>	<b><u>Application/ Registration No.</u></b>	<b><u>Registration Date</u></b>
Satin Plus	1,982,267	6/25/96
VelvetFlow	2,114,522	11/18/97
Velvet Flow and Design	2,076,238	7/1/97
Burnside	1,091,549	5/16/78
Burnside Bulk Marine Terminal	430,435 330,505	2/22/85 5/26/75
Burnside Bulk Terminal	430,437 330,502	2/22/85 5/26/75
Burnside Marine Terminal	430,438 330,503	5/26/85 5/26/75
Burnside Stevedoring	431,513 330,950	7/22/85 10/30/75
Burnside Storage and Transport	431,515 330,952	7/22/85 10/30/75
Burnside Terminal	430,436 330,504	2/22/85 5/26/75
Burnside Terminal and Design	1,176,545	11/3/81
Burnside Tug & Barge Handling Service	330,954	10/30/75

**MEMORANDUM OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

ORMET CORPORATION, a Delaware corporation, whose address is 1233 Main Street, Suite 400, Wheeling, West Virginia 26003 ("Grantor") hereby acknowledges that it has granted to U.S. BANK NATIONAL ASSOCIATION, as collateral agent for certain holders of notes under that certain Note Purchase Agreement (as defined in the Security Agreement referenced below), whose address is 60 Livingston Avenue, St. Paul, MN 55107, Attn: Corporate Trust Services ("Collateral Agent"), a security interest in and to all of the Grantor's right, title and interest in and to: (a) the trademark and trademark registrations and applications therefore which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Grantor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Grantor (the "Patents"); and (c) the copyrights and copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Grantor (the "Copyrights"), together with all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Security Agreement dated as of April 1, 2005 (the "Agreement"), among the Grantor and Agent as security for the obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Agent and Lenders may have in any other collateral described in the Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 1<sup>st</sup> day of April, 2005.

ORMET CORPORATION

By: 

Name: John W. Teitz

Title: Interim Finance Officer

Intellectual Property Memorandum

RECORDED: 04/26/2005

TRADEMARK  
REEL: 003158 FRAME: 0803