

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
Copperweld Holding Company		10/03/2005	limited liability company: DELAWARE
Copperweld Corporation		10/03/2005	CORPORATION: DELAWARE
Canada Holding Corp.		10/03/2005	CORPORATION: DELAWARE
Copperweld Canada Inc.		10/03/2005	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 9th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0799776	AWAC
Serial Number:	78324779	KLEENKOTE
Registration Number:	1464432	METALLON
Registration Number:	1548858	REDKOTE
Registration Number:	1938993	SHIPPED ON TIME WITH SAFETY IN MIND
Registration Number:	2266734	TASCOA
Registration Number:	2960865	TUFF TRACER

CORRESPONDENCE DATA

Fax Number: (734)930-2494

OP \$190.00 0799776

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 110 Miller, Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	10/10/2005

Total Attachments: 29

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GENERAL SECURITY AGREEMENT

TO: COMERICA BANK, a Michigan banking corporation acting in its capacity as agent (together with its successors and assigns, "Agent") for itself and the financial institutions and other entities that are from time to time lenders under the Credit Agreement referred to below ("Lenders")

GRANTED BY: The Debtors from time to time signatory hereto (hereinafter the "Debtors")

RECITALS

- A. Atlas Tube, Inc. ("Company"), and Atlas Tube (US) Partnership ("Atlas GP"), ("Atlas GP" and collectively with the Company, the "Borrowers"), 1156676 Ontario Ltd., ("Holdings") the Debtors and each of the subsidiaries of Holdings (other than the Borrowers) from time to time (together with the Company, Borrowers, Holdings, and Debtors, the "Credit Parties"), Agent and the Lenders, are parties to the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 3, 2005, (as amended, supplemented, revised, restated or replaced from time to time, the "Credit Agreement").
- B. Pursuant to the Credit Agreement, the Lenders have required that each of the Debtors grant (or cause to be granted) certain liens to the Agent, for the benefit of the Lenders, all to secure the obligations of the Borrowers or any Debtor under the Credit Agreement or any related Loan Document.
- C. The Debtors have directly and indirectly benefited and will directly and indirectly benefit from the transactions evidenced by and contemplated in the Credit Agreement and the other Loan Documents.
- D. The Agent is acting as Agent for the Lenders pursuant to the terms and conditions of Section 13 of the Credit Agreement.
- E. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby covenants to and for the benefit of the Agent, for itself and on behalf of the Lenders, as follows:

SECTION 1 - GRANT OF SECURITY INTEREST

1.1 Security Interest

As a general and continuing security for the payment and performance in full when due of any and all of the Indebtedness (whether at stated maturity, by acceleration or otherwise) each

Debtor, IN CONSIDERATION OF THE INDEBTEDNESS and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, assigns and transfers to the Agent, for itself and for the benefit of Lenders, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in, all the personal and real property, assets and undertakings of each Debtor of whatsoever nature and kind, now owned or hereafter-acquired by or on behalf of such Debtor, wherever located (the "Collateral") including, without limitation:

(a) Accounts Receivable

All debts, book debts, accounts, claims, demands, moneys and choses in action whatsoever including, without limitation, claims against government entities and claims under insurance policies, which are now owned by or are due, owing or accruing due to such Debtor or which may hereafter be owned by or become due, owing or accruing due to such Debtor together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by such Debtor in respect of or as security for the same and the full benefit and advantage thereof, and all rights of action or claims which such Debtor now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof (all of the foregoing being herein collectively called the "Accounts Receivable");

(b) Inventory

All inventory of whatever kind now or hereafter owned by such Debtor or in which such Debtor now or hereinafter has an interest or right of any kind, and all accessions thereto and products thereof, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods, packaging and packing material and other tangible personal property now or hereafter held for sale, lease, rental or resale or that are to be furnished or have been furnished under a contract of service or that are to be used or consumed in the business of such Debtor (all of the foregoing being herein collectively called the "Inventory");

(c) Equipment

All goods now or hereafter owned by such Debtor which are not inventory or consumer goods as defined in the Michigan Uniform Commercial Code or other applicable law, including, without limitation, all fixtures, equipment, machinery, tools, furniture, vehicles and other tangible personal property (all of the foregoing being herein collectively called the "Equipment");

(d) Chattel Paper, Instruments, Securities, etc.

All chattel paper, instruments, warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, shares, stock, warrants, bonds, debentures, debenture stock or other securities, now or hereafter owned by such Debtor;

(e) Intangibles

All general intangibles now or hereafter owned by such Debtor including, without limitation, all contractual rights, goodwill, and Intellectual Property Collateral;

(f) Books and Accounts, etc.

With respect to the personal property described in Paragraphs (a) to (e) inclusive of this Section 1.1, all books, accounts, invoices, deeds, documents, writings, letters, papers, security certificates and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(g) Other Property

The uncalled capital, money, rights, bills of exchange, negotiable and non-negotiable instruments, judgments and securities not otherwise described in Paragraphs (a) to (f) inclusive of this Section 1.1;

(h) Replacements, etc.

With respect to the personal property described in Paragraphs (a) to (g) inclusive of this Section 1.1, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of such Debtor therein; and

(i) Proceeds

With respect to the personal property described in Paragraphs (a) to (h) inclusive of this Section 1.1, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged and proceeds of proceeds whether of the same type, class or kind as the original proceeds.

(j) All Deposit Accounts and any other cash collateral, deposit or investments accounts, including all cash collateral deposit or investment accounts established or maintained pursuant to the terms of this Agreement, the Credit Agreement or any related Loan Document.

1.2 Definitions and Interpretation

In this Security Agreement:

- (a) Terms used herein and defined in the Michigan Uniform Commercial Code or other applicable law, shall have the same meanings as in the Michigan Uniform Commercial Code or other applicable law, unless the context otherwise requires;
- (b) Any reference to "Collateral" shall, unless the context otherwise requires, refer to "Collateral or any part thereof";
- (c) The grant of the security interest herein provided for shall include, without limitation, a fixed mortgage, hypothecation, pledge, charge and assignment of the Collateral in favour of the Agent, on behalf of itself and the Lenders;
- (d) The term "security interest" shall include, without limitation, a fixed mortgage, hypothecation, pledge, charge and assignment; and
- (e) The term "encumbrance" shall include, without limitation, a security interest, lien, hypothec, claim, charge, deemed trust or encumbrance of any kind whatsoever.
- (f) The term "Copyright Licenses" shall mean all license agreements with any other person in connection with any of the Copyrights or such other person's copyrights, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.
- (g) The term "Copyrights" shall mean all copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.
- (h) The term "Intellectual Property Collateral" shall mean Patents, Patent Licenses, Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, trade secrets,

registrations, goodwill, franchises, permits, proprietary information, customer lists, designs, inventions and all other intellectual property and proprietary rights, including without limitation those described on *Schedule 1.1* attached hereto and incorporated herein by reference.

- (i) "Patent Licenses" shall mean all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.
- (j) The term "Patents" shall mean all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.
- (k) The term "Trademark Licenses" shall mean all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.
- (l) The term "Trademarks" shall mean all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and

misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

1.3 Leases

The last day of the term of any lease, oral or written, or any agreement therefor, now held or hereafter acquired by any Debtor, shall be excepted from the security interest hereby granted and shall not form part of the Collateral, but such Debtor shall stand possessed of such one day remaining, upon trust to assign and dispose of the same as the Agent or any assignee of such lease or agreement shall direct. If any such lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, sub-leased, charged or encumbered without the leave, license, consent or approval of the lessor, the application of the security interest created hereby to any such lease or agreement shall be conditional upon such leave, license, consent or approval having been obtained.

1.4 Debtor Remains Liable

Notwithstanding anything herein to the contrary:

- (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed;
- (b) the exercise by the Agent of any of the rights or remedies hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral; and
- (c) the Agent shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall the Agent be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

2.1 Generally

Each of the Debtors represents and warrants to and in favour of the Agent and the Lenders that all of the representations and warranties given by the Debtors in the Credit Agreement are true and accurate.

2.2 Intellectual Property

Set forth on *Schedule 1.1* (the same may be amended from time to time) is a true and correct list of the registered Patents, Patent Licenses, registered Trademarks, Trademark Licenses, registered Copyrights and Copyright Licenses owned by each of the Debtors (including, in the case of the Patents, Trademarks and Copyrights, the applicable name, date of registration (or of application if registration not completed) and application or registration number).

(1) Filings and Recordation. Each Debtor has made all necessary filings and recordations to protect and maintain its interest in the Trademarks, Patents and Copyrights, including, without limitation, all necessary filings and recordings, and payments of all maintenance fees, in the United States Patent and Trademark Office or United States Copyright Office (as applicable), in each case to the extent such Trademarks, Patents and Copyrights are material to such Debtor's business. Also set forth on *Schedule 1.1* is a complete and accurate list of all of the material Trademark Licenses, Patent Licenses and Copyright Licenses owned by each of the Debtors as of the date hereof.

(2) Trademarks and Trademark Licenses Valid. (i) Each Trademark of each of the Debtors is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid, registrable and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity), and (ii) each of the Trademark Licenses held by a Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity).

(3) Patents and Patent Licenses Valid. (i) Each Patent of each of the Debtors is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid, patentable and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy,

reorganization, insolvency, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity), and (ii) each of the Patent Licenses owned by a Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity).

(4) Copyright and Copyright Licenses Valid. (i) Each Copyright of each of the Debtors is subsisting and has not been adjudged invalid, uncopyrightable or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid, copyrightable and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity), and (ii) each of the Copyright Licenses owned by each of the Debtors is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to all Debtors' knowledge, is valid and enforceable, except as disclosed in writing to Agent from time to time or except as enforcement thereof may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditor's rights, generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding in law or equity).

(5) No Assignment. No Debtor has made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Intellectual Property Collateral, except with respect to non-exclusive licenses granted in the ordinary course of business or as permitted by this Agreement or the Loan Documents. No Debtor has granted any license, shop right, release, covenant not to sue or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral, except as set forth on *Schedule 1.1* or as otherwise disclosed to the Agent in writing.

(6) Other Rights. Except for the Trademark Licenses, Patent Licenses and Copyright Licenses listed on *Schedule 1.1* hereto under which a Debtor is a licensee, no Debtor has knowledge of the existence of any right or any claim (other than as provided by this Agreement) that is likely to be made under or against any item of Intellectual Property Collateral to the extent such claim could reasonably be expected to have a Material Adverse Effect.

(7) No Claims. Except as set forth on *Schedule 1.1* or as otherwise disclosed to the Agent in writing from time to time, no claim has been made and is continuing or, to any Debtor's knowledge, threatened that the use by any Debtor of any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Debtor of any Intellectual Property Collateral does or may violate the rights of any Person. To the Debtors' knowledge and except as notified to the Agent in writing from time to time, there is no infringement or unauthorized use by any

third party of any item of Intellectual Property Collateral (other than Trademark Licenses, Patent Licenses and Copyright Licenses under which a Debtor is a non-exclusive licensee) that is owned by a Debtor and material to the business of such Debtor.

(8) No Consent. No consent of any party (other than such Debtor) to any Patent License, Copyright License or Trademark License constituting Intellectual Property Collateral is required, or purports to be required, to be obtained by or on behalf of such Debtor in connection with the execution, delivery and performance of this Agreement that has not been obtained. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Patent Licenses, Copyright Licenses or Trademark Licenses by any Debtor that is a party thereto other than those which have been duly obtained, made or performed and are in full force and effect. Neither a Debtor nor (to the knowledge of any Debtor) any other party to any Patent License, Copyright License or Trademark License constituting Collateral is in default in the performance or observance of any of the terms thereof, except for such defaults as would not reasonably be expected, in the aggregate, to have a Material Adverse Effect.

SECTION 3 - COVENANTS OF DEBTOR

3.1 Generally

Each of the Debtors covenants and agrees with the Agent and the Lenders that it shall comply with all covenants given by the Debtors in the Credit Agreement. Each of the Debtors covenants and agrees that to the extent a Debtor is processing inventory (or other property) for another Credit Party, it will not claim any proprietary interest in that inventory, with any claim for processing services to be unsecured and fully subordinated to the Indebtedness.

3.2 Intellectual Property

(1) Trademarks. Each Debtor agrees to take all reasonably necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (x) defend, enforce, preserve the validity and ownership of, and maintain each Trademark registration and each Trademark License identified on *Schedule 1.1* hereto, and (y) pursue each trademark application now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation, infringement and misappropriation proceedings, except, in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Trademark registration, Trademark application or any rights obtained under any Trademark License, in each case, which it is now or later becomes entitled, except in each case in which such Debtor has determined, using its commercially reasonable judgment, that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Debtors.

(2) Patents. Each Debtor to take all reasonably necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (x) defend, enforce, preserve the validity and ownership of, and maintain each Patent and each Patent License identified on *Schedule 1.1* hereto, and (y) pursue each patent application, now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Patent, patent application, or any rights obtained under any Patent License, in each case, which it is now or later becomes entitled, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Any expenses incurred in connection with such activities shall be borne by the Debtors.

(3) Copyrights. Each Debtor agrees to take all reasonably necessary steps, including, without limitation, in the United States Copyright Office or in any court, to (x) defend, enforce, and preserve the validity and ownership of each Copyright and each Copyright License identified on *Schedule 1.1* hereto, and (y) pursue each Copyright and mask work application, now or hereafter identified on *Schedule 1.1* hereto, including, without limitation, the payment of applicable fees, and the participation in infringement and misappropriation proceedings, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Each Debtor agrees to take corresponding steps with respect to each new or acquired Copyright, Copyright and mask work application, or any rights obtained under any Copyright License, in each case, which it is now or later becomes entitled, except in each case in which the Debtors have determined, using their commercially reasonable judgment, that any of the foregoing is not of material economic value to them. Any expenses incurred in connection with such activities shall be borne by the Debtors.

(4) No Abandonment. The Debtors shall not abandon any Trademark, Patent, Copyright or any pending Trademark, Copyright, mask work or Patent application, without the written consent of the Agent, unless the Debtors shall have previously determined, using their commercially reasonable judgment, that such use or the pursuit or maintenance of such Trademark registration, Patent, Copyright registration or pending Trademark, Copyright, mask work or Patent application is not of material economic value to it.

(5) No Infringement. In the event that a Debtor becomes aware that any item of the Intellectual Property Collateral which such Debtor has determined, using its commercially reasonable judgment, to be material to its business is infringed or misappropriated by a third party, such Debtor shall notify the Agent promptly and in writing, in reasonable detail, and shall take such actions as such Debtor or the Agent deems reasonably appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or

misappropriation. Any expense incurred in connection with such activities shall be borne by the Debtors. Each Debtor will advise the Agent promptly and in writing, in reasonable detail, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any item of the Intellectual Property Collateral that such Debtor has determined, using its reasonable commercial judgment, to be of material value to it.

3.3 Future Subsidiaries Additional Collateral

(1) With respect to each Person which becomes a Subsidiary of a Debtor subsequent to the date hereof, such Debtor shall cause such new Subsidiary to execute and deliver such joinders or security agreements or other pledge documents as are required by the Credit Agreement, within the time periods set forth therein.

(2) With respect to any Intellectual Property Collateral owned, licensed or otherwise acquired by any Debtor after the date hereof, and with respect to any Patent, Trademark or Copyright which is not registered or filed with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office at the time such Collateral is pledged by a Debtor to the Agent pursuant to this Security Agreement, and which is subsequently registered or filed by such Debtor in the appropriate office, such Debtor shall promptly after the acquisition or registration thereof execute or cause to be executed and delivered to the Agent, (i) an amendment, duly executed by such Debtor, in substantially the form of Exhibit A hereto, in respect of such additional or newly registered collateral or (ii) at the Agent's option, a new security agreement, duly executed by the applicable Debtor, in substantially the form of this Agreement, in respect of such additional or newly registered collateral, granting to the Agent, for the benefit of the Lenders, a first priority Lien thereon (subject only to the Permitted Liens), and shall, upon the Agent's request, execute or cause to be executed any financing statement or other document (including without limitation, filings required by the U.S. Patent and Trademark Office and/or the U.S. Copyright Office in connection with any such additional or newly registered collateral) granting or otherwise evidencing a Lien over such new Intellectual Property Collateral. Each Debtor hereby (x) authorizes the Agent to attach each amendment to this Agreement, (y) agrees that all such additional collateral listed in any amendment delivered to the Agent shall for all purposes hereunder constitute Collateral, and (z) is deemed to have made, upon the delivery of each such Amendment, the representations and warranties contained in Section 2.2 of this Agreement with respect to the Collateral covered thereby.

SECTION 4 - COLLECTION OF PROCEEDS

4.1 Payments to Agent

Upon the occurrence of an Event of Default (as defined in the Credit Agreement), the Debtors shall:

- (a) Collect and enforce payment of all Accounts Receivable (except as provided for in Section 4.2) and shall dispose of and receive payment for all Inventory which is ordinarily disposed of in the Debtors' business;
- (b) Receive and hold in trust for the Agent, all payments on or instruments received in respect of the Collateral, all rights by way of suretyship or guarantee which the Debtors now has or may hereafter acquire to enforce payment of Collateral and all rights in the nature of a security interest whereby the Debtors may satisfy any Collateral out of property, and all non-cash proceeds of any such collection, disposition or realization of any of the Collateral shall be subject to the security interest hereby created;
- (c) Endorse to the Agent and forthwith deliver to it all such payments and instruments in the form received by the Debtors; and
- (d) Forthwith deliver to the Agent all property in the Debtors' possession or hereafter coming into its possession through enforcement of any such rights.

4.2 Account Debtor

Upon the occurrence of an Event of Default (as defined in the Credit Agreement), the Agent may notify an account debtor or obligors under any Account Receivable of the assignment of the Account Receivable to the Agent and require such person to make payment to the Agent in respect of any of the Accounts Receivable and the Agent may hold all amounts acquired or received from any such account debtors or obligors, together with income on such amounts, as part of the Collateral and as security for the Indebtedness.

SECTION 5 - DEFAULT

5.1 Defaults

The obligations secured by this Security Agreement shall be immediately due and payable in full and the security hereby constituted shall become enforceable upon the occurrence of an Event of Default (as defined in the Credit Agreement and hereinafter referred to as a "Default").

SECTION 6 - REMEDIES ON DEFAULT

If the security hereby constituted becomes enforceable, the Agent shall have, in addition to any other rights, remedies and powers which it may have at law, in equity or under the Michigan Uniform Commercial Code the following rights, remedies and powers:

6.1 Power of Entry

Each of the Debtors shall forthwith upon demand assemble and deliver to the Agent possession of all of the Collateral at such place as may be specified by the Agent. The Agent may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral and, to that end, each of the Debtors agrees that the Agent, its servants or agents or Receiver (as hereinafter defined) may enter upon lands and premises where the Collateral may be found for the purpose of taking possession of and/or removing the Collateral or any part thereof. In the event of the Agent taking possession of the Collateral, or any part thereof, the Agent shall have the right to maintain the same upon the premises on which the Collateral may then be situate. The Agent may, in a reasonable manner, take such action or do such things as to render any Equipment unusable.

6.2 Power of Sale

The Agent may sell, lease or otherwise dispose of all or any part of the Collateral, as a whole or in separate parcels, by public auction, private tender or by private contract, with or without notice, except as otherwise required by applicable law, with or without advertising and without any other formality, all of which are hereby waived by the Debtors. Such sale, lease or disposition shall be on such terms and conditions as to credit and otherwise and as to upset or reserve bid or price as to the Agent, in its sole discretion, may seem advantageous. If such sale, transfer or disposition is made on credit or part cash and part credit, the Agent need only credit against the Indebtedness the actual cash received at the time of the sale. Any payments made pursuant to any credit granted at the time of the sale shall be credited against the Indebtedness as they are received. The Agent may buy in or rescind or vary any contract for sale of all or any of the Collateral and may resell without being answerable for any loss occasioned thereby. Any such sale, lease or disposition may take place whether or not the Agent has taken possession of the Collateral. The Agent may, before any such sale, lease or disposition, perform any commercially reasonable repair, processing or preparation for disposition and the amount so paid or expended shall be deemed advanced to the Debtors by the Agent, shall become part of the Indebtedness, shall bear interest at the highest rate per annum charged by the Agent or any Lender on the Indebtedness or any part thereof and shall be secured by this Security Agreement.

6.3 Validity of Sale

No person dealing with the Agent or its servants or agents shall be concerned to inquire whether the security hereby constituted has become enforceable, whether the powers which the Agent is purporting to exercise have become exercisable, whether any money remains due on the security of the Collateral, as to the necessity or expedience of the stipulations and conditions

subject to which any sale, lease or disposition shall be made, otherwise as to the propriety or regularity of any sale or any other dealing by the Agent with the Collateral or to see to the application of any money paid to the Agent. In the absence of fraud on the part of such persons, such dealings shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effective accordingly.

6.4 Receiver-Manager

The Agent may, in addition to any other rights it may have, appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a "Receiver") of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent has under this Security Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Debtor and the Agent and the Lenders shall not be responsible for any act or default of any such Receiver. The Agent may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent. A court need not appoint, ratify the appointment by the Agent of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

6.5 Carrying on Business

The Agent may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtors, may, to the exclusion of all others, including the Debtors, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by any of the Debtors and may use all or any of the tools, machinery, equipment and intangibles of any of the Debtors for such time as the Agent sees fit, free of charge, to carry on the business of the Debtors and, if applicable, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product.

6.6 Dealing with Collateral

After the occurrence of Default, the Agent may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all of which without notice to the Debtors except as otherwise required by any applicable law. The Agent may demand, sue for and receive any Accounts Receivable with or without notice to the Debtors, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts Receivable, in the Agent's absolute discretion. The Agent may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without

limitation, legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Agent hereunder including, without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtors by the Agent, shall become part of the Indebtedness, shall bear interest at the highest rate per annum charged by the Agent or any Lender on the Indebtedness or any part thereof and shall be secured by this Security Agreement.

6.7 Retention of Collateral

Upon notice to the Debtors and subject to any obligation to dispose of any of the Collateral, as provided in the Michigan Uniform Commercial Code or other applicable law, the Agent may elect to retain all or any part of the Collateral in satisfaction of the Indebtedness or any of them.

6.8 Pay Encumbrances

The Agent may pay any encumbrance that may exist or be threatened against the Collateral. In addition, the Agent may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtors and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtors by the Agent, shall become part of the Indebtedness, shall bear interest at the highest rate per annum charged by the Agent on the Indebtedness or any part thereof and shall be secured by this Security Agreement.

6.9 Application of Payments Against Indebtedness

Any and all payments made in respect of the Indebtedness from time to time and moneys realized on the Collateral may be applied to such part or parts of the Indebtedness as the Agent may see fit. The Agent shall, at all times and from time to time, have the right to change any appropriation as it may see fit. Any insurance moneys received by the Agent pursuant to this Security Agreement may, at the option of the Agent, be applied to rebuilding or repairing the Collateral or be applied against the Indebtedness in accordance with the provisions of this Section.

6.10 Set-Off

The Indebtedness will be paid by the Debtors without regard to any equities between the Debtors and the Agent or any right of set-off or cross-claim. Any indebtedness owing by the Agent to the Debtors may be set off and applied by the Agent against the Indebtedness at any time or from time to time either before or after maturity, without demand upon or notice to anyone.

6.11 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay the Agent all moneys due to it, the Debtors shall forthwith pay or cause to be paid to the Agent such deficiency.

6.12 Agent Not Liable

The Agent and the Lenders shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Agent, the Debtors or any other person, firm or corporation in respect of the Collateral and save and except for gross negligence or willful misconduct shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Agent or any of its officers, servants, agents, solicitors, attorneys, Receivers or otherwise. Neither the Agent, the Lenders, nor any of their respective officers, servants, agents or Receivers shall be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtors as provided in Section 6.5 or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence.

6.13 Extensions of Time

The Agent may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtors, debtors of the Debtors, guarantors, sureties and others and with the Collateral and other securities as the Agent may see fit, all without prejudice to the liability of the Debtors to the Agent or the Agent's rights and powers under this Security Agreement.

6.14 Rights in Addition

The rights and powers conferred by this Section 6 are in supplement of and in addition to and not in substitution for any other rights or powers the Agent may have from time to time under this Security Agreement or under applicable law. The Agent may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Agent shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

SECTION 7 - DEALING WITH COLLATERAL BY THE DEBTOR

7.1 Sale of Inventory

Prior to the occurrence of a Default, the Debtors may, in the ordinary course of its business and on customary trade terms, lease or sell items of Inventory, so that the purchaser thereof takes title clear of the security interest hereby created. If such sale or lease results in an Account Receivable, such Account Receivable shall be subject to the security interest hereby created.

SECTION 8 - GENERAL

8.1 Security in Addition

The security hereby constituted is not in substitution for any other security for the Indebtedness or for any other agreement between the parties creating a security interest in all or part of the Collateral, whether heretofore or hereafter made, and such security and such agreements shall be deemed to be continued and not affected hereby unless expressly provided to the contrary in writing and signed by the Agent and the Debtors. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the Indebtedness or any part thereof, shall not release or affect the security interest created by this Security Agreement and the taking of the security interest hereby created or any proceedings hereunder for the realization of the security interest hereby created shall not release or affect any other security held by the Agent for the repayment of or performance of the Indebtedness.

8.2 Waiver

Any waiver of a breach by the Debtors of any of the terms or provisions of this Security Agreement or of a Default under Section 5.1 must be in writing to be effective against and bind the Agent. No such waiver by the Agent shall extend to or be taken in any manner to affect any subsequent breach or Default or the rights of the Agent arising therefrom.

8.3 Further Assurances

The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, conveyances, instruments, transfers, assignments, security agreements and assurances as the Agent may reasonably require in order to give effect to the provisions and purposes of this Security Agreement including, without limitation, in respect of the Agent's enforcement of the security and its realization on the Collateral, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming and/or perfecting the security interest of the Agent in the Collateral pursuant to this Security Agreement. Each of the Debtors hereby constitutes and appoints the manager or acting manager of the Agent at its address at Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61, Toronto, Ontario M5J 2J2, or any Receiver appointed by a court or the Agent as provided herein, upon failure of the Debtors or any one of them to comply with

the requirements set forth in this section, or following the occurrence and during the continuance of a Default, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things which each of the Debtors has herein agreed to do, make or execute or which may be required by the Agent or a Receiver to give effect to this Security Agreement, with the right to use the names of the Debtors whenever and wherever it may be deemed necessary or expedient. The Debtors hereby authorize the Agent following the occurrence and during the continuance of a Default to file such proofs of claim and other documents as may be necessary or advisable in order to prove its claim in any bankruptcy, proposed winding-up or other proceeding relating to the Debtors.

8.4 Continuing Security Interest and Discharge

This Security Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Indebtedness, notwithstanding any dealing between the Agent and the Debtors or any Guarantor in respect of the Indebtedness or any release, exchange, non-perfection, amendment, waiver, consent or departure from or in respect of any or all of the terms or provision of any security held for the Indebtedness.

8.5 Governing Law

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8.6 Security Interest Effective Immediately

Neither the execution or registration of this Security Agreement nor any partial advances by the Agent shall bind the Agent to advance any other amounts to the Debtors. The parties intend the security interest created hereby to attach and take effect forthwith upon execution of this Security Agreement by the Debtors and each of the Debtors acknowledge that value has been given and that the Debtors have rights in the Collateral and that it has received a copy of this Security Agreement.

8.7 Invalidity

In the event that any term or provision of this Security Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Security Agreement shall be unaffected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.8 Indemnity and Expenses

- (a) The Debtors agree to indemnify and save harmless the Agent and the Lenders from and against any and all claims, losses and liabilities arising out of or resulting out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or wilful misconduct.

- (b) The Debtors will upon demand pay to the Agent the amount of any and all expenses, including the fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights or remedies of the Agent hereunder or (iv) the failure by the Debtors to perform or observe any of the provisions hereunder.

8.9 Binding Effect

All rights of the Agent hereunder shall enure to the benefit of its successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor and his heirs, executors, administrators, legal personal representatives, successors and assigns.

8.10 Precedence

In the event that any provisions of this Security Agreement contradict and are otherwise 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 in this Security Agreement and, in particular, if any act of the Debtor is expressly permitted under the Credit Agreement but is prohibited under this Security Agreement, any such act shall be deemed to be permitted under this Security Agreement.

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

IN WITNESS WHEREOF the Debtors have duly executed this Security Agreement as of the 3 day of October, 2005.

**DEBTORS:
ATLAS TUBE (US) PARTNERSHIP**

By: Atlas Tube Inc
Its: Managing Partner

By: _____
Name:
Title:

ATLAS (USA) HOLDING INC.

By: _____
Name:
Title:

ATLAS TUBE (USA) INC.

By: _____
Name:
Title:

ATLAS TUBE LLC

By: _____
Name:
Title:

ATLAS TUBE (U.S.) INC.

By: _____
Name:
Title:

ATLAS US ACQUISITION CO. INC.

By: _____
Name:
Title:

ATLAS TUBE INC.

By: _____
Name:
Title:

1156676 ONTARIO LTD.

By: _____
Name:
Title:

ATLAS TUBE AND METAL SALES INC.

By: _____
Name:
Title:

Schedule 1.1

Intellectual Property

I. OWNED BY COPPERWELD CORPORATION

A. U.S. Trademark/Service Mark Registrations/Applications

MARK	REG. (OR APP.) NO.	REG. DATE
AWAC stylized	799,776	12/07/65
KLEENKOTE	781324,779	Filed 1117/03
METALLON (and Desi)	1,464,432	11/10187
REDKOTE (and Design)	1,548,858	7/25/89
SHIPPED ON TIME WITH SAFETY		
IN MIND	1,938,993	11/28/95
TASCOA	2,266,734	8/3/99 Affidavit of Use to be filed by 8/3/05 and can be filed during grace period through 213/06. The Company does not plan to make the filing and will allow the Mark to expire.
TUFF TRACER	2,960,865	6/7105

B. Foreign Trademark/Service Mark Registrations/Applications

MARK	COUNTRY	REG. NO.	REG. DATE
ARISTOS COPPERWELD & DESIGN	Austria	69,157	5/11/71
ARISTOS COPPERWELD & DESIGN	Canada	TMDA 039573	4/4176
ARISTOS COPPERWELD & DESIGN	United Kingdom	B-468,338	3/22182
COPPERPLY	European UnionCommunity Trade Mark	744045	6/7199
COPPERPLY	India	Application	Filed 5/3/98
COPPERPLY	Brazil	820608025	3/8/98
KLEENKOTE	Canada	475,954	5/08197
KLEENKOTE	Mexico	523,255	5128196
WTC & Design	Canada	484,249	10/17/97
WELDED TUBE CO. OF AMERICA	Canada	490,152	2118198

C. U.S. Patent Registrations/Applications

TITLE	PATENT NO.	ISSUE DATE
METHOD OF CLADDING A STEEL CORE ROD WITH ANOTHER METAL	4,819,858	4/11/89
CONTROLLED ENVIRONMENT CHAMBER FOR USE IN CLADDING A NON ALUMINUM CORE WITH ALUMINUM	4,759,486	7/26/88
NOBLE METAL AND SOLID-PHASE LUBRICANT COMPOSITION AND ELECTRONICALLY CONDUCTIVE INTERCONNECTOR	5,236,628	8/17/93
NOBLE METAL AND SOLID-PHASE LUBRICANT COMPOSITION AND ELECTRONICALLY CONDUCTIVE INTERCONNECTOR	5,316,507	5/31/94

D. Foreign Patent Registrations/Applications

TITLE	COUNTRY	PATENT NO.	ISSUE DATE
COPPER CLAD ALUMINUM STRIPS AND A PROCESS FOR MAKING COPPER CLAD ALUMINUM STRIPS	European Patent Application	Application 03 076 1449	Filed 5/29/03
ROLL FORMING OF METAL ARTICLES	Brazil	PI8606789-3	10/25/94

E. U.S. Copyrights

Nil

II. OWNED BY COPPERWELD CANADA INC.

A. U.S. Trademarks/Service Marks Registrations/Applications

Nil

B. Foreign Trademark/Service Mark Registrations/Applications

Nil

C. U.S. Patent Registrations/ Applications

TITLE	PATENT NO (or PUBLICATION NO.)	ISSUE DATE (or PUBLICATION DATE)
AXLE HOUSING DESIGN WITH VARIED DIAMETER AND WALL THICKNESS AREA	Appln. No. 60/622,614	Filing Date 10/28/04
LAMINATED STRUCTURAL MEMBERS FOR VEHICLES	Appl. 10/913,268	Filing Date 8/6/04 (To be Abandoned)
TRAILER HITCH BAR	Appl. 291201,618	Filing Date 31/8/04
ONE PIECE HEAVY DUTY AXLE TUBE		
PROCESS FOR COLD FORMING TUBE ENDS	6,408,672	6/25/02
PROCESS FOR COLD FORMING TUBE ENDS	Appl. No 2,483,113	Filing Date 2/24/99
REAR SUSPENSION STRUCTURES AND ENGINE CRADLES HAULING VARIABLE PHYSICAL CHARACTERISTICS	Appl. No 601614,494	Filing Date 10/1/04

D. Foreign Patent Registrations/ Applications

TITLE	COUNTRY	PATENT NO.	ISSUE DATE
LAMINATED STRUCTURAL MEMBERS FOR VEHICLES	Canada	Appln. No. 2,476,808	Filing Date 8/6/04 (Abandoned)
PROCESS FOR COLD FORMING TUBE ENDS	Canada	CA2262777	12/14/04
VEHICLE FRAME HAVING ENERGY MANAGEMENT SYSTEM AND METHOD FOR MAKING SAME	PCT	CA2004/001454	Filing Date 8/6/04
FORMING METHOD USING TUBE BLANKS OF VARIABLE WALL THICKNESS	EP	Appln. No. 02712710.9	Filing Date 4/4/03
PROCESS FOR COLD FORMING TUBE ENDS	Mexico	PA/a/2000/001930	Filing Date 2/24/00 (To be Abandoned)

The following are listed in the name of Copperweld Canada, Inc. and Collins & Aikman, each of which is to be abandoned by Copperweld Canada, Inc.

TITLE	COUNTRY	APPLN. NO.	FILING DATE
INTEGRATED STEEL CROSS-CAR BEAM	U.S.A.	10/821,675	4/9/04
	EP	1434921	10/11/02

The assignments for certain patent or trademark registrations, or applications for registration of certain trademarks or patents held by assignment and listed in this Schedule 1.1 may not have been duly recorded with the State or National Trademark Office from which the original registration issued or before which the application is pending.

Copperweld Canada Inc. will have certain Intellectual Property Collateral rights as part of the IT Services provided under the terms of the Transitional Services Agreement, as defined in the Investment and Asset Purchase Agreement.

EXHIBIT A
TO
SECURITY AGREEMENT
FORM OF AMENDMENT

This Amendment, dated _____, 20__, is delivered pursuant to Section 3.3 of the Security Agreement referred to below. The undersigned hereby agrees that this Amendment may be attached to the Security Agreement dated as of October 3, 2005, between the undersigned and Comerica Bank, as the Agent for the benefit of the Lenders referred to therein (as amended, restated or otherwise modified from time to time, the "Security Agreement"), and (a) that the intellectual property listed on *Schedule 1.1* annexed hereto shall be and become part of the Securities referred to in the Security Agreement and shall secure payment and performance of all Indebtedness as provided in the Security Agreement and (b) that *Schedule 1.1* shall be deemed to amend *Schedule 1.1* by supplementing the information provided on such Schedule with the information set forth on *Schedule 1.1* hereto.

Capitalized terms used herein but not defined herein shall have the meanings therefor provided in the Security Agreement.

By: _____

Name:

Title

COMERICA BANK, as Agent

By:

Name:

**JOINDER AGREEMENT
(Security Agreement)**

THIS JOINDER AGREEMENT (the "**Joinder Agreement**") is dated as of October 3, 2005 by Copperweld Holding Company, a Delaware limited liability company, Copperweld Corporation, a Delaware corporation, Canada Holding Corp., a Delaware corporation, Copperweld Canada Inc., an Ontario corporation (each a "**New Debtor**" and collectively the "**New Debtors**").

WHEREAS, pursuant to **Section 8.15** of that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 3, 2005 (as amended, restated or otherwise modified from time to time, the "**Credit Agreement**") by and among Atlas Tube Inc. ("Company"), Atlas Tube (US) Partnership ("Atlas GP" and collectively with Company, the "Borrowers"), 1156676 Ontario Ltd., an Ontario Partnership ("Holdings"), each of the subsidiaries of Holdings (other than the Borrowers) from time to time party thereto (collectively with Holdings and the Borrowers, the "Credit Parties"), certain financial institutions signatory thereto from time to time (the "**Lenders**") and Comerica Bank, as Agent for the Lenders (in such capacity, "**Agent**"), the New Debtors are required to execute and deliver a joinder agreement to the Security Agreement.

WHEREAS, in order to comply with the Credit Agreement, each New Debtor executes and delivers this Joinder Agreement in accordance therewith.

NOW THEREFORE, as a further inducement to Lenders to continue to provide credit accommodations to the Borrowers, each New Debtor hereby covenants and agrees as follows:

A. All capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement unless expressly defined to the contrary.

B. Each New Debtor hereby enters into this Joinder Agreement in order to comply with **Section 8.15** of the Credit Agreement and does so in consideration of the Advances made or to be made from time to time under the Credit Agreement and the other Loan Documents.

C. *Schedule 1.1* attached to this Joinder Agreement is intended to supplement *Schedule 1.1* of the Security Agreement with the respective information applicable to each New Debtor.

D. Each New Debtor shall be considered, and deemed to be, for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, a Debtor under the Security Agreement as fully as though each New Debtor had executed and delivered the Security Agreement at the time originally executed and delivered under the Credit Agreement and hereby ratifies and confirms its obligations under the Security Agreement, all in accordance with the terms thereof, and shall be deemed to have made each representation and warranty set forth in the Security Agreement, except that such representations and warranties shall be deemed to have been made on and as of the date of this Joinder Agreement rather than on and as of the date of the Security Agreement.

EXECUTION COPY

E. This Joinder Agreement shall be governed by the laws of the State of Michigan and shall be binding upon each New Debtor and its successors and assigns.

(* * *)

IN WITNESS WHEREOF, the undersigned New Debtors have executed and delivered this Joinder Agreement as of October 3, 2005.

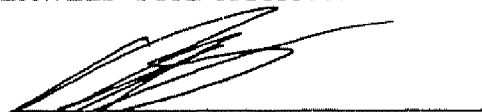
COPPERWELD HOLDING COMPANY

By: 

Name: _____

Title: _____

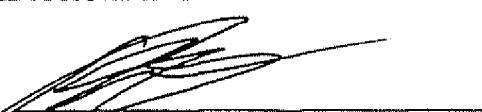
COPPERWELD CORPORATION

By: 

Name: _____

Title: _____

CANADA HOLDING CORP.

By: 

Name: _____

Title: _____

COPPERWELD CANADA INC.

By: 

Name: _____

Title: _____

Accepted:

COMERICA BANK, as Administrative Agent

By: 

Its: _____

Signature Page to Joinder to Security Agreement (US)
(647129)