

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

ATI Properties, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/04/05

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address: One PNC Plaza

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA Zip: 15222

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

Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

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

A. Trademark Application No.(s) 78/468,488; 78/494,521; 78/676,150; 78/485,418

B. Trademark Registration No.(s) 2,062,290; 2,566,055; 2,598,880; 1,885,807

Additional number(s) attached Yes No

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

Name: Sean M. Girdwood, Esquire

Internal Address:

Street Address: Thorp Reed & Armstrong, LLP One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire Name of Person Signing

J.S. Tarasi Signature

August 15, 2005 Date

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

6

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

CH \$215.00 200888 78468488

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, ATI Properties, Inc., a Delaware corporation ("ATIP"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain First Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, by and among ATIP, Oregon Metallurgical Corporation, an Oregon corporation ("Oremet"), Allegheny Ludlum Corporation, a Pennsylvania corporation ("ALC"), TDY Industries, Inc., a California corporation ("TDY"), ALC Funding Corporation, a Delaware corporation ("ALC Funding"), Jessop Steel Company, a Pennsylvania corporation ("Jessop"), Jewel Acquisition, LLC, a Delaware limited liability company ("Jewel"), ATI Funding Corporation, a Delaware corporation ("ATI Funding"), and Jessop Steel Acquisition, LLC, a Pennsylvania limited liability company ("Jessop LLC") (Assignor, Oremet, ALC, TDY, ALC Funding, Jessop, Jewel, ATI Funding and Jessop LLC are collectively the "Borrowers"), the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), JPMorgan Chase Bank, N.A. ("JPMorgan") and various other financial institutions from time to time (PNC Bank, JPMorgan and such other financial institutions are each a "Lender" and collectively, the "Lenders"), PNC Bank, as administrative and collateral agent for the Lenders (in such capacity, the "Agent" or the "Assignee"), Bank of America, N.A., National City Business Credit, Inc., and Wachovia Bank, National Association, as documentation agents for the Lenders, and PNC Capital Markets, Inc. and J. P. Morgan Securities, Inc. as co-lead arrangers and joint book runners (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Borrowers are obligated to ATIP, and the Assignor has entered into that certain Patent and Trademark Security Agreement, dated June 13, 2003, made by ATIP for the benefit of the Agent, as amended by the First Amendment to Patent and Trademark Security Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, ATIP has granted to the Assignee (for itself and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of ATIP in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ATIP does hereby confirm its grant to the Assignee (for itself and for the benefit of the Lenders) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

ATIP does hereby further acknowledge and affirm that the rights and remedies of the Assignee (for itself and for the benefit of the Lenders) with respect to the assignment of,


mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice.

The Assignee's address is 249 Fifth Avenue, 6th Floor, One PNC Plaza, Pittsburgh, Pennsylvania 15222.

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IN WITNESS WHEREOF, ATIP has caused this Assignment to be duly executed to be effective on the 4th day of August, 2005.

ATI Properties, Inc., a Delaware corporation

By: 
Patrick J. Viccaro
Vice President

Schedule A

Trademarks

REGISTERED U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR ALLEGHENY LUDLUM CORPORATION)

Trademark:	Application No:	Filing Date:	Registration No:	Reg. Date:
ARCHITEX	75/037,758	08-Dec-1995	2,062,290	13-May-1997
FLASHTEX	76/050,386	12-May-2000	2,566,055	30-Apr-2002
GRIPTEX	76/049,415	12-May-2000	2,598,880	23-Jul-2002
KOOL LINE	74/525,454	16-May-1994	1,885,807	28-Mar-1995

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
 (FOR ALLEGHENY LUDLUM CORPORATION)

Trademark:	Application No:	Filing Date:
409 ALMZ	78/468,488	17-Aug-2004

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR WAH CHANG)

Trademark:	Application No:	Filing Date:
ATI 425	78/494,521	05-Oct-2004
DURATUBE	78/676,150	22-Jul-2005

PENDING U.S. TRADEMARK APPLICATIONS
ATI PROPERTIES, INC.
(FOR JESSOP STEEL COMPANY)

Trademark:	Application No:	Filing Date:
ECON-O-MISER	78/485,418	17-Sep-2004