

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
TW Metals, Inc.		10/21/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe, 12th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2329612	TW METALS	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4000		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, N.E., Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65431.4		
NAME OF SUBMITTER:	Greta T. Griffith		
Signature:	/s/Greta T. Griffith		
Date:	11/01/2005		

CH \$40.00 2329612

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2005, by TW METALS, INC., a Pennsylvania corporation ("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 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, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement and to enter into that certain Consent and First Amendment to Second Amended and Restated Credit Agreement, dated on or about the date hereof, among Grantor, Borrowers, Credit Parties, Agent and Lenders, but only upon the condition, among others, that Grantor shall have joined, on or about the date hereof, 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.

TW METALS, INC.

By: Mary Valenta
Name: Mary Valenta
Title: Senior Vice President

Address:
The Arboretum, Suite 204
760 Constitution Drive
Exton, PA 19341

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

500 West Monroe, 12th Floor
Chicago, Illinois 60661

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)
COUNTY OF Jefferson) ss.

On this 21st day of October, 2005, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **TW Metals, Inc.**, who being by me duly sworn did depose and say that ~~he~~ is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that ~~he~~ acknowledged said instrument to be the free act and deed of said corporation.

Mindy Austin
Notary Public

[Notarial Seal]

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.

TW METALS, INC.

By: _____
Name: _____
Title: _____

Address:
The Arboretum, Suite 204
760 Constitution Drive
Exton, PA 19341

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

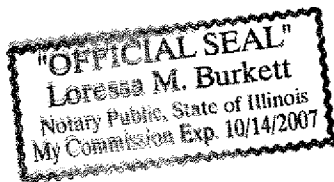
By: Matthew N. McAlpine
Name: Matthew N. McAlpine
Title: Duly Authorized Signatory

500 West Monroe, 12th Floor
Chicago, Illinois 60661

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 18th day of October, 2005, before me personally appeared Matthew N. McAlpine proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **TW Metals, Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Loressa M. Burkett
Notary Public

[Notarial Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Serial No.</u>
TW Metals (design plus words)	March 14, 2000	2,329,612 (U.S. Patent & Trademark Office)	75700673
TW Metals (United Kingdom)		2007454 (UK Trademarks Registry)	