

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Horsehead Corp.

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CIT Group/Business Credit, Inc.

Internal

Address: _____

Street Address: 1211 Avenue of the Americas

City: New York

State: New York

Country: U.S.A. Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 15, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,834,219; 521,196; 544,503; 2,189,944; 534,629; 222,098;
1,925,049; 1,033,496; 2,798,379; 174,809

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: David M. Perry

Internal Address: 9th Floor

Street Address: One Logan Square

City: Philadelphia

State: PA Zip: 19103-6998

Phone Number: 215-569-5767

Fax Number: 215-832-5767

Email Address: perry@blankrome.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

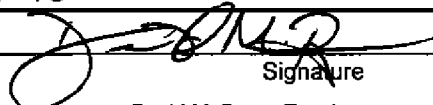
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2555

Authorized User Name David M. Perry

9. Signature:



Signature

David M. Perry, Esquire

Name of Person Signing

August 2, 2005

Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 022555 1834219

EXECUTION COPY

**ASSIGNMENT FOR SECURITY
(TRADEMARKS)**

WHEREAS, HORSEHEAD CORP., a Delaware corporation (the "Assignor"), holds all right, title and interest in the trademarks and trademark applications listed on the annexed Schedule 1A, which trademarks are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of July 15, 2005 (the "Security Agreement") in favor of The CIT Group/Business Credit, Inc., (the "Assignee") in its capacity as Agent (as such term is defined in the Security Agreement) for the Lenders (as such term is defined in the Security Agreement);

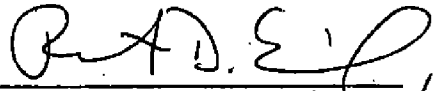
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement described in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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 herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 15, 2005.

HORSEHEAD CORP.

By: 
Name: Robert D. Scherick
Title: Vice President and
Chief Financial Officer

[Signature Page to Assignment for Security (Trademarks)]

TRADEMARK

REEL: 003197 FRAME: 0443

STATE OF *Pennsylvania*)

COUNTY OF *BEAVER*)

On the 15th day of July, 2005, before me personally came ROBERT D. SCHERICK, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she/he is the V.P./CFO of HORSEHEAD CORP., a Delaware corporation, and that she/he executed the foregoing instrument in the firm name of HORSEHEAD CORP., and that she/he had authority to sign the same, and she/he acknowledged to me that she/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Paul R. Dapperbrook

Notary Seal
Paul R. Dapperbrook, Notary Public
Foster Twp., Beaver County
My Commission Expires Feb. 16, 2011
Member, Pennsylvania Association Of Notaries

Schedule 1A

Trademark Registrations and Applications for Registration

| <u>Country</u> | <u>Pending or Registered Trademark</u> | <u>Filing or Issue Date</u> | <u>Application or Registration Number</u> |
|--|--|-----------------------------|---|
| Canada | 40-40-20 | 30-Mar-1927 | NFLD001471 |
| Canada | HORSE HEAD | 08-Aug-1944 | UCA20255 |
| Canada | HORSE HEAD (CREST - DESIGN ONLY) | 08-Aug-1944 | UCA20256 |
| Canada | KADOX | 11-Jul-1927 | TMDA041803 |
| Canada | ZINVISIBLE | 01-Feb-2005 | TMA631638 |
| European Community (Designated countries: At, BX, DE, DK, ES, FI, FR, GB, GR, IE, IT, PT, SE) | ZINVISIBLE | 27-Jul-2004 | 2377836 |
| Switzerland | ZINVISIBLE | 31-Jan-2002 | 494.253 |
| United States of America | ECOLOAM | 03-May-1994 | 1834219 |
| United States of America | FLORENCE | 21-Feb-1950 | 0521196 |
| United States of America | FLORENCE | 03-Jul-1951 | 0544503 |
| United States of America | QUICKIRON | 15-Sep-1998 | 2189944 |
| United States of America | XX | 12-Dec-1950 | 0534629 |
| United States of America | ZAMAK | 21-Dec-1926 | 0222098 |

TRADEMARK

REEL: 003197 FRAME: 0445

| <u>Country</u> | <u>Pending or Registered Trademark</u> | <u>Filing or Issue Date</u> | <u>Application or Registration Number</u> |
|-----------------------------|--|-----------------------------|---|
| United States of America | ZCA BRASCO | 10-Oct-1995 | 1925049 |
| United States of America | ZINSTABE | 17-Feb-1976 | 1033496 |
| United States of America | ZINVISIBLE | 23-Dec-2003 | 2798379 |
| Unites States of America | KADOX | 23-Oct-1923 | 0174809 |

TRADEMARK