

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Globe Metallurgical Inc.		11/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D.E. Shaw Laminar Lending, Inc.		
<b>Street Address:</b>	120 West Forty-Fifth Street		
<b>Internal Address:</b>	39th Floor, Tower 45		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1426246	GLOBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-758-4730		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	Cindy Y. Lee		
<b>Address Line 1:</b>	1001 Fannin St., Suite 2300		
<b>Address Line 2:</b>	First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	DES050/45000		
<b>NAME OF SUBMITTER:</b>	Jessica Greeney, Paralegal		
<b>Signature:</b>	/Jessica Greeney/		

CH \$40.00 1426246

Date:

11/21/2005

**Total Attachments: 4**

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## GRANT OF JUNIOR TRADEMARK SECURITY INTEREST

Dated as of November 10, 2005

WHEREAS, Globe Metallurgical Inc., a Delaware corporation (the "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of November 10, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Junior Credit Agreement"), with the financial institutions named therein as lenders (collectively, together with their respective successors and assigns party to the Junior Credit Agreement from time to time, the "Lenders"), and D.E. Shaw Laminar Lending, Inc., as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and as administrative agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Junior Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement, dated as of November 10, 2005 (as amended, supplemented or otherwise modified from time to time, the "Junior Security Agreement"), among the Grantor, the Additional Grantors party thereto and the Collateral Agent, the Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Junior Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) (a) all state (including common law) and federal trademarks (including service marks), foreign trademarks, corporate names, company names, business names, fictitious business names, trade names, trade dress, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature (including without limitation the trademarks specifically identified in Schedule A hereto) and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; and

- (ii) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto. For purposes of this Grant of Junior Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Junior 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, the Grantor has caused this Grant of Junior Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLOBE METALLURGICAL INC.

By: *Vickie L Hudson*  
Name: VICKIE L HUDSON  
Title: VP FINANCE

Signature Page  
to  
Grant of Junior Trademark Security Interest

**SCHEDULE A  
TO  
GRANT OF JUNIOR TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Globe Metallurgical Inc.	GLOBE	1,426,246	1/27/1987

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Schedule A  
to  
Grant of Junior Trademark Security Interest