

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
RathGibson, Inc.		02/07/2006	CORPORATION: DELAWARE
RGCH Holdings Corp.		02/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1899571	GIBSON TUBE G	
Registration Number:	1392943	RATH MICRO WELD	
Registration Number:	1397380	MICRO WELD	
Serial Number:	78376849	G-31 PLUS	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128274393		
Email:	jwilliams@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	34th Floor, Attn: J. Williams		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	JW/VS 8668 09639 009002		

CH \$115.00 1899571

NAME OF SUBMITTER:	J WILLIAMS,V SINDONI 8668 09639 009002
Signature:	/J WILLIAMS,V SINDONI 8668 09639 009002/
Date:	02/07/2006
Total Attachments: 8 source=RathTSA020706#page1.tif source=RathTSA020706#page2.tif source=RathTSA020706#page3.tif source=RathTSA020706#page4.tif source=RathTSA020706#page5.tif source=RathTSA020706#page6.tif source=RathTSA020706#page7.tif source=RathTSA020706#page8.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2006, by RATHGIBSON, INC., a Delaware corporation ("RathGibson"), RGCH HOLDINGS CORP., a Delaware corporation ("Holdings") (RathGibson and Holdings are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, 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 Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (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, each 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such 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 renewals, 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 such Grantor against third parties for past, present or future (i) infringement, dilution, misappropriation, violation, or other impairment 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. Each 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.

4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each 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.

RATHGIBSON, INC.,
as a Grantor

By: [Signature]
Name: John B. Rida
Title: President/CEO

RGCH HOLDINGS CORP.,
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: _____
Name: _____
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, each 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.

RATHGIBSON, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

RGCH HOLDINGS CORP.,
as a Grantor

By: 
Name: William Puellage
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

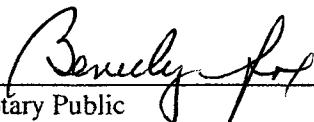
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF RGCH HOLDINGS CORP.

STATE OF New York)
) ss.
COUNTY OF New York)

On this 6 day of FEBRUARY, 2006 before me personally appeared William M. PUGHAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RGCH Holdings Corp., 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.





Notary Public

BEVERLY FOX
Notary Public, State of New York
No. 4965592
Qualified in Nassau County
Commission Expires May 14, 2006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, APPLICATIONS AND MATERIAL LICENSES

U.S. Trademarks


Registered Trademarks

Grantor	Mark	Reg. No.	Reg. Date
RathGibson, Inc.	GIBSON TUBE G 	1,899,571	6/13/95
RathGibson, Inc.	RATH MICRO WELD 	1,392,943	5/13/86
RathGibson, Inc.	MICRO WELD	1,397,380	6/17/86

Trademark Applications

Grantor	Mark	Serial No.	Filing Date
RathGibson, Inc.	G-31 PLUS	78/376,849	4/1/04; this application is abandoned

Common Law Trademarks

Mark	Owner
	Rath Manufacturing Co., Inc.
TRUE 10	Rath Manufacturing Co., Inc.
TRUE 15	Rath Manufacturing Co., Inc.

Non-U.S. Trademarks

China Trademarks

Mark	Owner
RathGibson	RathGibson, Inc.
Rath	RathGibson, Inc.
G	RathGibson, Inc.
Rath	RathGibson, Inc.

Taiwan Trademarks

Mark	Owner	Serial/Registration Number
RathGibson	RathGibson, Inc.	094035448
Rath	RathGibson, Inc.	094035449
G	RathGibson, Inc.	094035453
Rath	RathGibson, Inc.	094035451

Trademark Licenses

None.