

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
Winner Steel, Inc.		03/31/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Regiment Capital Special Situations Fund III, L.P.		
Street Address:	222 Berkeley Street		
Internal Address:	12th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2669619	WS WINNER STEEL, INC.	
Registration Number:	2771982	WS WINNER STEEL, INC.	
Registration Number:	2840572	WS	
Registration Number:	2228564	WINNER STEEL	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	61710/002		

CH \$115.00 2669619

NAME OF SUBMITTER:	Christine Slattery
Signature:	/s/ Christine Slattery
Date:	04/03/2006
Total Attachments: 6 source=WS04032006-144603#page1.tif source=WS04032006-144603#page2.tif source=WS04032006-144603#page3.tif source=WS04032006-144603#page4.tif source=WS04032006-144603#page5.tif source=WS04032006-144603#page6.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF MARCH 31, 2006, BY AND AMONG REGIMENT CAPITAL SPECIAL SITUATIONS FUND III, L.P., AS TERM AGENT, WINNER STEEL, INC. AND GENERAL ELECTRIC CAPITAL CORPORATION, AS REVOLVER AGENT.

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 31, 2006, between WINNER STEEL, INC., a Pennsylvania corporation ("Grantor"), and REGIMENT CAPITAL SPECIAL SITUATIONS FUND III, L.P., a Delaware limited partnership, individually and in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of the date hereof 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 "Term Loan Agreement"), Lenders have agreed to make the Loans to Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Term Loan Agreement, but only upon the condition, among others, that 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, 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 Term Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing 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.

WINNER STEEL, INC.

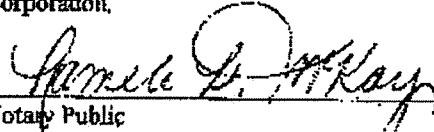
By: Charles R. Miller
Name: Charles R. Miller
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

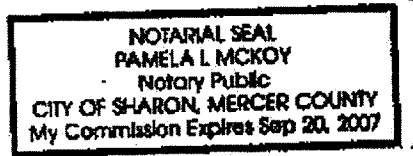
ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania
COUNTY OF Mercer } ss.

On this 31 day of March, 2006 before me personally appeared Charles R. Miller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Warner Steel, 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.


Notary Public

{seal}

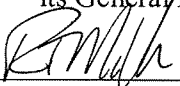


{Signature Page to Trademark Security Agreement}

ACCEPTED AND ACKNOWLEDGED BY:

REGIMENT CAPITAL SPECIAL
SITUATIONS FUND III, L.P.

By: Regiment Capital GP, LLC
its General Partner

By:  _____

Name: Richard T. Miller

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003281 FRAME: 0195

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

The following Common Law Trademark:

Winner Steel Services, Inc.

The following Trademarks have been registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>Registration Date</u>
WS Winner Steel, Inc. (Logo)	2669619	75882291	December 31, 2002
WS Winner Steel, Inc. (SM)	2771982	75882292	October 7, 2003
WS (Logo)	2840572	76026104	May 11, 2004
Winner Steel	2228564	75438713	March 2, 1999