Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		04/04/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RAI Enterprises, Inc.
Street Address:	103 Foulk Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	779210	READING ALLOYS INC.
Registration Number:	0908424	READING ALLOYS
Registration Number:	1367307	READING ALLOYS INC.

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: carey.lening@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Carey Lening

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356328
NAME OF SUBMITTER:	Carey Lening

TRADEMARK
REEL: 003291 FRAME: 0268

900046814

CH \$90

Signature:	/cnl/
Date:	04/17/2006
Total Attachments: 21	
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RELEASE AND REASSIGNMENT OF

PATENTS AND TRADEMARKS AS SECURITY

THIS RELEASE AND REASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Release") is made as of April 4, 2006 ("Effective Date") by and between RAI ENTERPRISES, INC., a Delaware corporation (the "Company") and Heller Financial, Inc., as Agent (as defined below) (the "Grantee").

WHEREAS, the Company owns the Patents as defined in the loan documentation set forth in Schedule A, including but not limited to, such patents described in the attached Schedule A (the "Patents") and Trademarks as defined in the loan documentation set forth in Schedule B, including but not limited to, such trademarks described in the attached Schedule B (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedules;

WHEREAS; pursuant to that certain Assignment dated as of December 21, 1998 (the "Patents Assignment") the Company granted a security interest in the Patents to secure the payment and performance by the Company of certain of its obligations;

WHEREAS, the Patents Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on February 4, 1999, located on Reel 009737, Frame 0255;

WHEREAS, pursuant to that certain Assignment dated as of December 21, 1998 (the "Trademarks Assignment") the Company granted a security interest in the Trademarks to secure the payment and performance by the Company of certain of its obligations;

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on February 4, 1999, located on Reel 1849, Frame 0572;

WHEREAS, the Company has paid and performed all of its outstanding obligations to Grantee other than existing contingent obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee, on behalf of itself and the other Lenders (as defined below) as Agent, does hereby terminate and release its and their security interests in, and reassign and reconvey to the Company, the Patents and Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (c) the right to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (d) any of the Company's rights under any license agreement where the Company is licensee or licensor, including but not limited to those listed on Schedules A and B,

CHI 3461974v.2

(e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks and (f) to the extent permitted by law, all of the Company's rights corresponding thereto throughout the world.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred or otherwise encumbered any security interest it has against the Patents and Trademarks, other than assignments to other "Lenders" party to the Third Amended and Restated Credit Agreement, dated as of August 2, 2004, by and among KB Alloys, Inc. (the "Borrower"), certain financial institutions party thereto (the "Lenders"), and the Grantee, as Agent (the "Agent").

At the expense of the Company, Grantee shall take all further actions and provide to the Company, Company's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments prepared from time to time by the Company (or by the Grantee in its sole discretion) and reasonably acceptable to the Grantee as to form and substance), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Release.

[signature page follows]

Dated: April 4, 2006.	
	RAI ENTERPRISES, INC.
	By: Yimothy R. Weaver Title: Treasurer
	HELLER FINANCIAL, INC., as Agent
	By: Name:

Title:

Dated:	April 4, 2006.	
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RAI ENTERPRISES, INC.

By: ______ Name:

Title:

HELLER FINANCIAL, INC., as Agent

By:

Name: Ronald Hoplamazian
Title: Duly Authorized Signatory

Schedule A to Release

See Attached.

Patent Assignment Details NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.

	Real/Frame	2 009737 / 0255	View Recorded Assignment Recorded: 02/04/199	Pages: (
	Conveyance	SECURITY INTEREST (SEE	DOCUMENT FOR DETAILS).	•
Tota	l properties: 5			
1	Patent #: 4331475 Title: PROCESS FOR A	Issue Dt: 05/25/196 LUMINOTHERMIC PRODUCT	Application #; 06172545 TON OF CHROMIUM AND CHROMIUM ALLO	Filing Dt: 07/28/1980 YS LOW IN NITROGEN
2	Patent #: 5316723 Title: MASTER ALLOYS	Idaue Dt: 05/31/199		Filing Dt: 07/23/1992
3	Patent #: <u>5364587</u> Title; NICKEL ALLOY F	Issue Dt: 11/15/199 OR HYDROGEN BATTERY EL		Filing Dt: 07/23/1992
4	Patent #: <u>5422069</u> Title; MASTER ALLOYS	Issue Dt: 06/06/199	D5 Application #: 08175142 BASED ALLOYS AND METHOD OF MAKING S	Filing Dt: 12/29/1993 SAME
5	Patent #: <u>5769922</u> Title: METHOD FOR PR	Issue Dt: 06/23/199 ODUCING VANADIUM-ALUN	98 Application #: 08631405 MINUM-RUTHENIUM MASTER ALLOYS AND N	Filing Dt: 04/12/1996 *ASTER ALLOY COMPOSITIONS
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_	ALENTERPRISES, INC.		Exe	ec Dt: 12/21/1998
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	ELLER FINANCIAL, INC., AS AGE	II		
	00 WEST MONROE STREET			
	HICAGO, ILLINOIS 60661		•	·
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	EDERAL RESEARCH CORP. NANCY A. BUTLER			
	100 SEVENTH STREET N.W., SUIT	F 101		
	VASHINGTON, DC 20004	. 101		
				Search Results as of: 3/3/2006 8:55:57 P.

f you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

PORM PTO-1984 (Rev. 8-63) CARE No. 0851-001 (Jup. 4/9)	02-08-19	999	SHEET	U.S. DEPARTMENT OF COMMISSION Passes and Trademark Office
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To the Honorable Commissioner of	1009615	16 16 16 16 16 16 16 16 16 16 16 16 16 1	▼	▼ ▼
	1009015	I		el documents or copy thersof.
Name of conveying party(les): RAI Enterprises, Inc.		l	and address of	Inc. Maget
Additional name(s) of conveying party(ses) attac	hed? D Yes M No	Interna	Address:	FEB - 4 1999
3. Nature of conveyance:				
□ Assignment	□ Merger	Street	Address: 500	West Monroe Street
* Security Agreement	Change of Name	· .		
□ Other		City: S	hicego	State: <u>IL</u> ZIP; <u>60661</u>
Execution Date: <u>December 21, 199</u>	8	Additions	il name(s) & addres	s(es) attached? II Yes III No
4. Application number(s) or patent nun	iber(s):			
If this document is being filed toget	her with a new applica	tion, the exec	sition data of th	se annilamina lu
			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	e applicatori e:
A. Patent Application No.(s)		B. Pa 5,76 <b>9</b> ,9 5,364,6	tent No.(s) 122 4,331,471 187 5,422,069	5 5,316,723
	Additional numbers at	ached? U Yes I	i No	
5. Name and address of party to whom concerning document should be mail	correspondence	6. Total nun	nber of application	ns and patents involved:
Name: Federal Research	L Corp.	7. Total fee	(37 CFR 3.41)	\$ 200.00
Internal Address:		<b>■ Enclo</b>	sed	
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Statement and signature.     To the best of my knowledge and the original document.	ballef, the foregoing infe	ormation is tru	e and cornect an	d any attached copy is a true
Name of Person	Jungo	Brok_		21/49
Total man	ther of maces including or			Date

PATENT REEL: 9737 FRAME: 0255

## PATENT SECURITY AGREEMENT

WHEREAS, RAI ENTERPRISES, INC., a Delaware corporation ("Grantor") owns the Patents and Patent Applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, KB Alloys, Inc., a Delaware corporation ("Borrower") has entered into a Second Amended and Restated Credit Agreement dated as of September 28, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Pinancial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), as the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Grantor is an indirect subsidiary of Borrower, and has guaranteed the payment and performance of Borrower's Obligations (as defined in the Credit Agreement) pursuant to that certain Guaranty dated December 21, 1998 (the "Guaranty"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications and Patent Licenses (as defined in the Security Agreement which includes that certain Trademarks, Technology and Know-How License Agreement dated December 21, 1998 between Grantor and Reading Alloys, Inc., a Pennsylvania corporation), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and other Loan Documents to which it is a party;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and

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PATENT REEL: 9737 FRAME: 0266

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent Applications referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the  $2^{\lfloor s \rfloor}$  day of December, 1998.

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Acknowledged:

HELLER FINANCIAL, INC., as Agent

RAI ENTERPRISES, INC.

By: Filter W. Notal
Title: Aut Vice President

itle: Q. J. H. & F.D.

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PATENT REEL: 9737 FRAME: 0257

# **ACKNOWLEDGEMENT**

	COUNTY OF Berks ) ss.	
Richard	to be the person described in and who exercised in and who exercised in and who exercised in an and who exercised in an	or proved to me on the basis of satisfactory evidence cuted the foregoing instrument as <u>CEO</u> of who being by me duly sworn, did depose and say that the said instrument was signed on behalf of said tors; and that he acknowledged said instrument to be
		Funces K. Vitudi Notary Public
	{Seal}	NOTARIAL SEAL FRANCES K. NITARDI, Nobary Public
	My commission expires:	So. Heldelberg Twp., Series County, PA My Commission Expires 6-17-99
	June 17 1999	

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PATENT REEL: 9737 FRAME: 0258

# **ACKNOWLEDGEMENT**

STATE OF Illinois )	
STATE OF <u>Illinais</u> ) SS. COUNTY OF <u>Cook</u> )	
to be the person described in and who exe Heller Financial, Inc. he is <u>AVP</u> of Heller Fine which executed the foregoing instrument;	before me personally appeared or proved to me on the basis of satisfactory evidence ecuted the foregoing instrument as AVP of who being by me duly sworn, did depose and say that included for the corporation described in and that the said instrument was signed on behalf of said ctors; and that he acknowledged said instrument to be
OFFICIAL SEAL RHONDA M SCHEIDT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/05/01	<u> Rhonda M. Scheidt</u> Notary Public
{Seal}	
My commission expires:	
_ 2/5/2001	

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PATENT REEL: 9737 FRAME: 0259

Schedule 1 to Patent Security Agreement

# **PATENTS**

U.S. Patent No.	Date Issued
5,769,922	06/23/98
4,331,475	05/25/82
5,316,723	05/31/94
5,364,587	11/15/94
5,422,069	06/06/95

# PATENT APPLICATIONS

None

# PATENT LICENSES

None

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**RECORDED: 02/04/1999** 

PATENT REEL: 9737 FRAME: 0260

Schedule B to Release

See attached.

#### **Trademark Assignment Details**

Real/Frame: 1849 / 0572

View Recorded Assignment

Pages: 6

Received: 02/08/1999

Conveyance: SECURITY AGREEMENT

Total properties: 3

Serial #: 72174237

Filing Dt: 08/01/1963

Reg #: 0779210

Recorded: 02/04/1999

Reg. Dt: 10/27/1964

Mark: READING ALLOYS INC.

Mark: READING ALLOYS INC.

Berial #: 72358087

Filing Dt: 04/27/1970

Reg #: 0908424

Mark: READING ALLOYS

Reg. Dt: 02/23/1971

Serial #: 73489997

Filing Dt: 07/16/1984

Reg #: 1367307

Reg. Dt: 10/29/1985

Assignor

1 RAI ENTERPRISES, INC.

Exec Dt: 12/21/1998 Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

1 HELLER FINANCIAL, INC., AS AGENT 500 WEST MONROE STREET CHICAGO, ILLINOIS 60661

Correspondence name and address

FEDERAL RESEARCH CORP. NANCY A. BUTLER 400 SEVENTH STREET NW, SUITE 101 WASHINGTON, DC 20004

**Entity Type: ASSOCIATION** Citizenship: UNITED STATES

Search Results as of: 3/3/2006 5:22:48 P.M.

Tab settings CDSV 10096  To the Honorable Commissioner of Pate. 10096  1. Name of conveying party(ies): RAI Enterprises, Inc.    Individual(s)	Steel   State:   Zip: 80881   City: Chicago   State:   Zip: 80881   City: Chicago   Citzenship   Limited Partnership   Corporation State   Corporation State   City: Other   Corporation State   City: Chicago   Citzenship   Corporation State   City: Cit			
A. Trademark Application No.(s)  8. Trademark Registration 779,210 908,424 1,367,307  Additional numbers attached? # Yes   No.  5. Name and address of party to whom correspondence  6. Total number of applications and				
concerning document should be mailed:  Name: Federal Research Cro	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 3.41)			
Street Address: 400 Seventh St NW Suite 101	8. Deposit account number:			
City: (12. Shuncton State DC ZIPOLOGY 1/05/1999 INMINITER 000000001 777210  FC:481 40.00 (IP DO NOT USE THE FC:482 58.00 (IP	(Attach duplicate copy of this page If paying by deposit account)			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.				
Name of Person September 21:199  Name of Person				
Total number of pages including cover sheet, attachments, and decuments.  Medi documents to be respected with pageinglocover sheet both and the second sheet both and the seco				

Meil documents to be recorded with required cover sheet information to: Converteelonar of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1849 FRAME: 0572

## TRADEMARK SECURITY AGREEMENT

WHEREAS, RAI ENTERPRISES, INC., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, KB Alloys, Inc., a Delaware corporation ("Borrower") has entered into a Second Amended and Restated Credit Agreement dated as of September 28, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Grantor is an indirect subsidiary of Borrower and has guaranteed the payment and performance of Borrower's Obligations (as defined in Credit Agreement) pursuant to that certain Guaranty dated December 21, 1998 (the "Guaranty"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement which includes that certain Trademarks, Technology and Know-How License Agreement dated December 21, 1998 between Grantor and Reading Alloys, Inc., a Pennsylvania corporation), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and other Loan Documents to which it is a party;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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TRADEMARK REEL: 1849 FRAME: 0573

- (2) each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21st day of December, 1998.

Acknowledged:

HELLER FINANCIAL, INC., as Agent

RAI ENTERPRISES, INC.

By: Karet W. Note
Title: Aget Vice President

Tiela

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TRADEMARK REEL: 1849 FRAME: 0574

## **ACKNOWLEDGEMENT**

	STATE OF Pennsylvania )	\$\$ <b>.</b>		
	COUNTY OF Berks			
			20 0 hafan ma namanalki	
nishawa	On the 17th day of J. Malliris, to me personal	December , 15	99.8 before me personally me on the basis of satisfactor	appeared rv evidence
KICHALO	to be the person described in and	ly known or proved a l who executed the for	regoing instrument as CEC	of
	Reading Alloys, Inc.	, who being b	by me duly sworn, did depose a	and say that
	he is CEO of Rea	ding Alloys, In-	<ul> <li>the corporation descri</li> </ul>	ibed in and
	which executed the foregoing in	strument; that the said	instrument was signed on bel	half of said
	corporation by order of its Board the free act and deed of said cor		it ne acknowledged said instru	iment to be
	the tree act and deed of said cor	horanom.		
		J	Frances K. The	tarli
		No	tary Public	
			NOTARIAL SEAL	
	{Seal}		PRANCES K. NITARDI, Notary Public So. Heidelberg Twp., Berks County, PA	
			My Commission Expires 6-17-99	
	My commission expires:			
	June 17, 1999			

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880732.02

TRADEMARK **REEL: 1849 FRAME: 0575** 

# ACKNOWLEDGEMENT

STATE OF <u>Illinois</u> ) ss.	
COUNTY OF <u>Cook</u> ) ss.	
On the 2/st day of Dece Robert Herak, to me personally known to be the person described in and who ex Heller Financial Inc., while is AVP of Heller Finance executed the foregoing instrument; that	n or proved to me on the basis of satisfactory evidence ecuted the foregoing instrument as AVP of ho being by me duly sworn, did depose and say that he all line, the corporation described in and which the said instrument was signed on behalf of said ectors; and that he acknowledged said instrument to be
OFFICIAL SEAL RHONDA M SCHEIDT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/05/01	<u> Ahonda M. Scheidt</u> Notary Public
{Seal}	
My commission expires:	
2/5/2001	

880734.03

TRADEMARK REEL: 1849 FRAME: 0576

Schedule 1 to Trademark Security Agreement

## TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
Reading Alloys Inc. and Design	779,210	10/27/64
Reading Alloys Inc. and Design	1,367,307	10/29/85
Reading Alloys Inc. and Design	908,424	02/23/71

## TRADEMARK APPLICATIONS

None

# TRADEMARK LICENSES

None

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RECORDED: 02/04/1999

TRADEMARK REEL: 1849 FRAME: 0577

TRADEMARK REEL: 003291 FRAME: 0289

**RECORDED: 04/17/2006**