

TRADEMARK ASSIGNMENT

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:	KB Alloys, Inc.
Street Address:	220 Old W. Penn Avenue
City:	Robesonia
State/Country:	PENNSYLVANIA
Postal Code:	19551
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1465140	Kawecki
Registration Number:	992339	BORAL
Registration Number:	836208	TIBOR
Registration Number:	846123	TITAL
Registration Number:	1523171	KBALLOYS, INC.
Registration Number:	1702399	TICAR
Registration Number:	1926276	KORRECT BAR
Registration Number:	2406293	STROBOR

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

CH \$215.00 1465140

Address Line 2: attn: Carey Lening
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356330
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	04/17/2006

Total Attachments: 53

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List of TRADEMARKS to be released

TRADEMARK REGISTRATION
1,465,140
992,339
836,208
846,123
1,523,171
1,702,399
1,926,276
2,406,293

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 KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys"), and RAI ENTERPRISES, INC., as Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein collectively as 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 August 2, 2004 (the "Patents Assignment") each Company granted a security interest in the Patents to secure the payment and performance by such Company of certain of its obligations;

WHEREAS, the Patents Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on August 4, 2004, located on Reel 014934, Frame 0682 and Reel 014934, Frame 0692;

WHEREAS, pursuant to that certain Assignment dated as of August 2, 2004 (the "Trademarks Assignment") each Company granted a security interest in the Trademarks to secure the payment and performance by such Company of certain of its obligations;

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on August 4, 2004, located on Reel 2908, Frame 0278 and Reel 2908, Reel 0312; and

WHEREAS, the Company has paid and performed all 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 each 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, (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 such 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 (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.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: Timothy R. Weaver
Name: Timothy R. Weaver
Title: Secretary

HELLER FINANCIAL, INC., as Agent

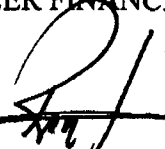
By: _____
Name:
Title:

Dated: April 4, 2006.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
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.

Reel/Frame: 014934 / 0682

View Recorded Assignment

Pages: 10

Recorded: 08/04/2004

Conveyance: SECURITY AGREEMENT

Total properties: 16

1	Patent #: <u>4812290</u> Title: THIRD ELEMENT ADDITIONS TO ALUMINUM-TITANIUM MASTER ALLOYS	Issue Dt: 03/14/1989	Application #: 06904511	Filing Dt: 09/08/1986
2	Patent #: <u>4823054</u> Title: THIRD ELEMENT ADDITIONS TO ALUMINUM-TITANIUM MASTER ALLOYS	Issue Dt: 10/10/1989	Application #: 07165036	Filing Dt: 03/07/1988
3	Patent #: <u>5055256</u> Title: GRAIN REFINER FOR ALUMINUM CONTAINING SILICON	Issue Dt: 10/08/1991	Application #: 07262124	Filing Dt: 10/24/1988
4	Patent #: <u>5041263</u> Title: THIRD ELEMENT ADDITIONS TO ALUMINUM-TITANIUM MASTER ALLOYS	Issue Dt: 08/20/1991	Application #: 07300903	Filing Dt: 01/24/1989
5	Patent #: <u>5100488</u> Title: THIRD ELEMENT ADDITIONS TO ALUMINUM-TITANIUM MASTER ALLOYS	Issue Dt: 03/31/1992	Application #: 07397891	Filing Dt: 08/24/1989
6	Patent #: <u>5180447</u> Title: GRAIN REFINER FOR ALUMINUM CONTAINING SILICON	Issue Dt: 01/19/1993	Application #: 07572003	Filing Dt: 08/24/1990
7	Patent #: <u>5230754</u> Title: ALUMINUM MASTER ALLOYS CONTAINING STRONTIUM, BORON, AND, SILICON FOR GRAIN REFINING AND MODIFYING ALUMINUM ALLOYS	Issue Dt: 07/27/1993	Application #: 07664309	Filing Dt: 03/04/1991
8	Patent #: <u>5405578</u> Title: A METHOD FOR PREPARING A MASTER ALLOY HARDENER FOR USE IN PREPARING AN ALUMINUM ALLOY	Issue Dt: 04/11/1995	Application #: 07846339	Filing Dt: 03/06/1992
9	Patent #: <u>5415708</u> Title: ALUMINUM BASE ALLOY AND METHOD FOR PREPARING SAME	Issue Dt: 05/16/1995	Application #: 08071187	Filing Dt: 06/02/1993
10	Patent #: <u>5484493</u> Title: ALUMINUM BASE ALLOY	Issue Dt: 01/16/1996	Application #: 08379167	Filing Dt: 01/27/1995
11	Patent #: <u>6123899</u> Title: MASTER ALLOY HARDENERS	Issue Dt: 09/26/2000	Application #: 08401043	Filing Dt: 03/08/1995
12	Patent #: <u>5676774</u> Title: MAGNESIUM ALLOY AS AN ALUMINUM HARDENER	Issue Dt: 10/14/1997	Application #: 08467771	Filing Dt: 06/06/1995
13	Patent #: <u>5728239</u> Title: PROCESS FOR HARDENING ALUMINUM USING A MAGNESIUM ALLOY	Issue Dt: 03/17/1998	Application #: 08470760	Filing Dt: 06/06/1995
14	Patent #: <u>6042660</u> Title: STRONTIUM MASTER ALLOY COMPOSITION HAVING A REDUCED SOLIDUS TEMPERATURE AND METHOD OF MANUFACTURING THE SAME	Issue Dt: 03/28/2000	Application #: 09093506	Filing Dt: 06/08/1998
15	Patent #: <u>6139654</u> Title: STRONTIUM MASTER ALLOY COMPOSITION HAVING A REDUCED SOLIDUS TEMPERATURE AND METHOD OF MANUFACTURING THE SAME	Issue Dt: 10/31/2000	Application #: 09413347	Filing Dt: 10/06/1999
16	Patent #: <u>6136108</u> Title: STRONTIUM MASTER ALLOY COMPOSITION HAVING A REDUCED SOLIDUS TEMPERATURE AND METHOD OF MANUFACTURING THE SAME	Issue Dt: 10/24/2000	Application #: 09413673	Filing Dt: 10/06/1999

Assignor

1 KB ALLOYS, INC.

Exec Dt: 07/15/2004

Assignee

1 HELLER FINANCIAL, INC.

500 WEST MONROE STREET
CHICAGO, ILLINOIS 60661

Correspondence name and address

ELISABETH A. EVERT, ESQ.
717 NORTH HARWOOD

SUITE 3400
DALLAS, TX 75201

Search Results as of: 3/3/2006 6:24:28 P.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-972-3350
Web Interface last modified: September 28, 2005

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
KB Alloys, Inc.	07/15/2004

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	5484493
Patent Number:	5415708
Patent Number:	5230764
Patent Number:	5055256
Patent Number:	5180447
Patent Number:	5676774
Patent Number:	6123899
Patent Number:	5405578
Patent Number:	5728239
Patent Number:	6042660
Patent Number:	6136108
Patent Number:	6139654
Patent Number:	4812290
Patent Number:	4873054
Patent Number:	5041263

CH \$680.00 5484493

500003712

**PATENT
 REEL: 014934 FRAME: 0682**

**TRADEMARK
 REEL: 003292 FRAME: 0194**

Patent Number:	5100488
Application Number:	60428380

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3319
Email: mroberts@sidley.com
Correspondent Name: Elisabeth A. Evert, Esq.
Address Line 1: 717 North Harwood
Address Line 2: Suite 3400
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Elisabeth A. Evert
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Total Attachments: 8
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PATENT
REEL: 014934 FRAME: 0683

TRADEMARK
REEL: 003292 FRAME: 0195

EXECUTION COPY

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, 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, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities 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 Amended, Restated and Consolidated Security Agreement dated as of the date hereof (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 Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent 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 the Credit Agreement.

CHI 296823v4

PATENT
REEL: 014934 FRAME: 0684

TRADEMARK
REEL: 003292 FRAME: 0196

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent.

3 SECURITY AGREEMENT. The security interests granted pursuant to

this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Patent Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Patent Security Agreement") and the Patent Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Patent Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Patent Security Agreement and the RAI Enterprises Patent 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, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, D C.
READING ALLOYS, D C.
RAI ENTERPRISES, IN C.

By: Richard J. Mallin
Name: Richard J. Mallin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Patent Security Agreement

PATENT
REEL: 014934 FRAME: 0686

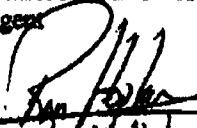
TRADEMARK
REEL: 003292 FRAME: 0198

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By:  _____
Name: *Ronald Hyman*
Title: *VP*

Patent Security Agreement

PATENT
REEL: 014934 FRAME: 0687

TRADEMARK
REEL: 003292 FRAME: 0199

ACKNOWLEDGMENT OF GRATITORS

STATE OF Pennsylvania)

COUNTY OF Berks)

ss.

On this 15th day of July, 2004 before me personally appeared Richard J. Malizia proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc., KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



Frances K. Yiterdi
Notary Public

Commission Expires June 17, 2007
My Commission Expires June 17, 2007

PATENT

REEL: 014934 FRAME: 0688

TRADEMARK

REEL: 003292 FRAME: 0200

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS

Grantor	Country	Filing Date	Status	Patent No	Issue Date	Title
KB Alloys, Inc.	USA	Jan 27, 1995	Granted	3,464,693	Jan 16, 1996	Aluminum Base Alloy
		Jun 02, 1995	Granted	5,415,708	May 16, 1995	Aluminum Base Alloy and Method for Preparing Same
		Mar 04, 1991	Granted	5,230,754	Jul 27, 1993	Aluminum Master Alloys Containing Strontium and Boron for Grain Refining and Modifying Aluminum Alloys
		Oct 10, 1998	Granted	3,055,256	Oct 08, 1991	Grain Refiner for Aluminum Containing Silicon
		Aug 24, 1990	Granted	5,180,447	Jan 19, 1993	Grain Refiner for Aluminum Containing Silicon
		Jun 05, 1995	Granted	5,676,774	Oct 14, 1997	Magnesium Alloy as an Aluminum Hardener
		Mar 06, 1995	Granted	6,123,899	Sep 26, 2000	Master Alloy Hardeners
		Mar 06, 1992	Granted	5,405,578	Apr 11, 1995	Method for Preparing Master Alloy Hardeners for use in Preparing an Aluminum Alloy
		Jun 06, 1995	Granted	5,728,239	Mar 17, 1998	Process for Hardening Aluminums using a Magnesium Alloy
		Jun 08, 1998	Granted	6,042,660	Mar 28, 2000	Strontium Master Alloy Composition
		Oct 06, 1999	Granted	6,136,108	Oct 24, 2000	Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing the Same
		Oct 06, 1999	Granted	6,139,654	Oct 31, 2000	Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing the Same
		Sep 08, 1986	Granted	4,812,290	Mar 14, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
		Mar 07, 1988	Granted	4,873,054	Oct 10, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
		Jan 24, 1989	Granted	5,941,263	Aug 29, 1991	Third Element Additions to Aluminum-Titanium Master Alloys
		Aug 24, 1989	Granted	5,100,488	Mar 31, 1992	Third Element Additions to Aluminum-Titanium Master Alloys
		Mar 3, 1992	Granted	3,245,419	Oct 26, 2001	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	Sep 07, 1987	Granted	1,785,540	Aug 31, 1993	Third Element Additions to Aluminum-Titanium Master Alloys	
	Jun 07, 1999	Granted	3,112,452	Sep 27, 2000	Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing Same	
	Mar 03, 1992	Granted	3,043,384	Dec 07, 1998	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys	
Mar 04, 1992	Granted	2,501,103	Aug 20, 1996	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys		
Mar 06, 1992	Granted	2,511,992	May 29, 1998	Master Alloy Hardeners		

¹ Will be allowed to expire without payment of maintenance fees currently due.
² Allowed but not patented yet
³ KB did not want to patent

Grantor	Country	Filing Date	Status	Patent No	Issue Date	Title
KB Alloys, Inc. (cont'd)	Brazil	Mar 03, 1992	Granted	PB7203720	Mar 08, 2000	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	Canada	Aug 28, 1987	Granted	PB704449	May 27, 1997	Third Element Additions to Aluminum-Titanium Master Alloys
		Mar 06, 1989	Granted	PB8901023	Sep 18, 2001	Third Element Additions to Aluminum-Titanium Master Alloys
		Mar 03, 1992	Granted	2,104,304	Jan 22, 2002	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	USA	Mar 05, 1993	Granted	2,105,860	Nov 11, 2003	Master Alloy Electrodes
		Mar 17, 1986	Granted	1,277,855	Dec 18, 1990	Master Alloy for Al & Si
	Australia	Jun 04, 1999	Allowed ¹			Strontium Master Alloy Composition Having a Reduced Solids Temperature and Method of Manufacturing Same
		Mar 03, 1992	Granted	659484	Sep 05, 1995	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	Mexico	Jul 15, 1987	Granted ¹	586929	Nov 16, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
		Jan 04, 1989	Granted	623872	May 28, 1992	Third Element Additions to Aluminum-Titanium Master Alloys
Mar 05, 1992		Granted	664,173	Feb 27, 1996	Master Alloy Electrodes	
Sep 07, 1987		Granted	165269	Nov 04, 1992	Third Element Additions to Aluminum-Titanium Master Alloys	
Canada	Jun 07, 1999	Granted	216,407	Sep 01, 2003	Strontium Master Alloy Composition Having a Reduced Solids Temperature and Method of Manufacturing Same	
	Sep 04, 1987	Granted	1,298,993	Apr 21, 1992	Third Element Additions to Aluminum-Titanium Master Alloys	
Germany	Feb 22, 1989	Granted	1,311,145	Dec 08, 1992	Third Element Additions to Aluminum-Titanium Master Alloys	
	Sep 07, 1987	Granted	9372937	Jan 03, 1995	Third Element Additions to Aluminum-Titanium Master Alloys	
UK	Feb 15, 1989	Granted	051488	Feb 15, 1989	Third Element Additions to Aluminum-Titanium Master Alloys	
	Sep 04, 1987	Granted	2194796	Jan 02, 1991	Third Element Additions to Aluminum-Titanium Master Alloys	
European	Mar 07, 1989	Granted	2216542	Dec 18, 1991	Third Element Additions to Aluminum-Titanium Master Alloys	
	Mar 07, 1989	Granted	2240374	Aug 26, 1992	Third Element Additions to Aluminum-Titanium Master Alloys	
USA	Jun 10, 1999	Abandoned ³			Strontium Master Alloy Composition Having a Reduced Solids Temperature and Method of Manufacturing Same	
		Granted	5,769,922	06/23/1998	Method for Producing Vanadium-Aluminum-Titanium Master alloys and Master Alloy Compositions	
		Granted	5,316,723	05/31/1994	Master Alloys for Beta 21S Titanium-Based Alloys	
		Granted	5,364,587	11/15/1994	Nickel Alloy for Hydrogen Battery Electrodes	
Canada		Granted	5,422,069	06/06/1995	Master Alloys for Beta 21S Titanium-Based Alloys and Method of Making the Same	
	07/23/1993	Granted	2,127,121	07/23/1993	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	
Europe	07/23/1993	Granted	2,140,337	07/23/1993	Nickel Alloy for Hydrogen Battery Electrodes	
	07/23/1993	Granted	0652880	07/23/1993	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	
Japan		Granted	2800137	07/10/1998	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	

¹ Will be allowed to expire without payment of maintenance fees currently due.

² Allowed but not granted yet.

³ KB did not want to pursue.

PATENT APPLICATIONS

Grantor	Country	Application Number	Filing Date	Status	Pub. No.	Issue Date
ECB Alloys, Inc.	USA	68424380	Nov 2, 2002	Pending ¹	Pending	Pending
	Venezuela	030182	Feb 15, 1989	Pending		
Reading Alloys, Inc.	Norway	99-061040	Jun 03, 1999	Pending		
	USA	1999 2735	Jan 07, 1999	Pending		
	USA	10428430	05/02/2003	Pending		
	International	10834427	04/29/2004	Pending		
	International	PCT/US04/3670	04/29/2004	Pending		
	Chile	2004-0943	05/03/2004	Pending		
	Venezuela	2004-000690	04/28/2004	Pending		
	Thailand	090561	04/30/2004	Pending		
	Malaysia	Nore	04/30/2004	Pending		
	Taiwan	09311236	04/30/2004	Pending		
Argentina	PO40101488	04/30/2004	Pending			

RECORDED: 08/04/2004

PATENT
REEL: 014934 FRAME: 0691

TRADEMARK
REEL: 003292 FRAME: 0203

¹ Provisional abandoned and utility now in formal application stage

Patent Assignment Details

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

Reel/Frame: 014934 / 0692

View Recorded Assignment

Pages: 10

Recorded: 08/04/2004

Conveyance: SECURITY AGREEMENT

Total properties: 4

1	Patent #: <u>5316723</u> Title: MASTER ALLOYS FOR BETA 21S TITANIUM-BASED ALLOYS	Issue Dt: 05/31/1994	Application #: 07918242	Filing Dt: 07/23/1992
2	Patent #: <u>5354587</u> Title: NICKEL ALLOY FOR HYDROGEN BATTERY ELECTRODES	Issue Dt: 11/15/1994	Application #: 07919171	Filing Dt: 07/23/1992
3	Patent #: <u>5422069</u> Title: MASTER ALLOYS FOR BETA 21S TITANIUM-BASED ALLOYS AND METHOD OF MAKING SAME	Issue Dt: 06/06/1995	Application #: 08175142	Filing Dt: 12/29/1993
4	Patent #: <u>5769922</u> Title: METHOD FOR PRODUCING VANADIUM-ALUMINUM-RUTHENIUM MASTER ALLOYS AND MASTER ALLOY COMPOSITIONS	Issue Dt: 06/23/1998	Application #: 08631405	Filing Dt: 04/12/1996

Assignor

1 BALENTERPRISES, INC.

Exec Dt: 07/15/2004

Assignee

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

Correspondence name and address

ELISABETH A. EVERT, ESQ.
717 NORTH HARWOOD
SUITE 3400
DALLAS, TX 75201

Search Results as of: 3/3/2006 5:26:17 P.M.

If you have any comments or questions concerning the data displayed, contact OPI / Assignments at 871-872-3300
Web Interface last modified: September 20, 2005

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RAI Enterprises, Inc.	07/15/2004

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5769922
Patent Number:	5316723
Patent Number:	5364587
Patent Number:	5422069

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert, Esq.
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 3400
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Elisabeth A. Evert
--------------------	--------------------

Total Attachments: 8
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**PATENT
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**TRADEMARK
 REEL: 003292 FRAME: 0205**

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PATENT
REEL: 014934 FRAME: 0693

TRADEMARK
REEL: 003292 FRAME: 0206

EXECUTION COPY

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, 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, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities 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 Amended, Restated and Consolidated Security Agreement dated as of the date hereof (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 Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent 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 the Credit Agreement.

CHI 29402215

PATENT
REEL: 014934 FRAME: 0694

TRADEMARK
REEL: 003292 FRAME: 0207

2 **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**

Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent.

3 **SECURITY AGREEMENT**. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Patent Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Patent Security Agreement") and the Patent Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Patent Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Patent Security Agreement and the RAI Enterprises Patent 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, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, D C.
KBA DING ALLOYS, D C.
KAI ENTERPRISES, IN C.

By: Richard J. Mallin
Name: Richard J. Mallin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Patent Security Agreement

PATENT
REEL: 014934 FRAME: 0696

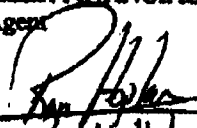
TRADEMARK
REEL: 003292 FRAME: 0209

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: 
Name: Ronald Hyman
Title: VP

Patent Security Agreement

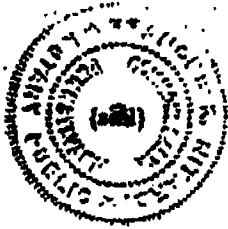
PATENT
REEL: 014934 FRAME: 0697

TRADEMARK
REEL: 003292 FRAME: 0210

ACKNOWLEDGMENT OF GRATITUDE

STATE OF Pennsylvania)
COUNTY OF Berks)

On this 15th day of July, 2004 before me personally appeared Richard L. Mallinckrodt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc., KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



Thomas K. Nitzoldi
Notary Public

Commission Expires: June 17, 2007
Notary Public
Berks County, Pennsylvania
My Commission Expires: June 17, 2007

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS

Grantor	Country	Filing Date	Status	Patent No	Issue Date	Title
KB Alloys, Inc.	USA	Jan 27, 1995	Granted	5,484,493	Jan 16, 1996	Aluminum Base Alloy
		Jun 02, 1993	Granted	5,415,708	May 16, 1995	Aluminum Base Alloy and Method for Preparing Same
		Mar 04, 1991	Granted	5,230,754	Jul 27, 1993	Aluminum Master Alloys Containing Strontium and Boron for Grain Refining and Modifying Aluminum Alloys
		Oct 10, 1996	Granted	5,055,256	Oct 08, 1991	Grain Refiner for Aluminums Containing Silicon
		Aug 24, 1990	Granted	5,180,447	Jan 19, 1993	Grain Refiner for Aluminums Containing Silicon
		Jun 06, 1995	Granted	5,076,774	Oct 14, 1997	Magnesium Alloy as an Aluminum Hardener
		Mar 08, 1995	Granted ¹	6,123,899	Sep 26, 2000	Master Alloy Hardeners
		Mar 06, 1992	Granted	5,405,578	Apr 11, 1995	Method for Preparing Master Alloy Hardeners for use in Preparing an Aluminum Alloy
		Jun 06, 1995	Granted	5,728,239	Mar 17, 1998	Process for Hardening Aluminum using a Magnesium Alloy
		Jun 08, 1998	Granted	6,042,660	Mar 28, 2000	Strontium Master Alloy Composition
		Oct 06, 1999	Granted ¹	6,136,108	Oct 24, 2000	Strontium Master Alloy Compositions Having a Reduced Solidus Temperature and Method of Manufacturing the Same
		Oct 06, 1999	Granted	6,139,654	Oct 31, 2000	Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing the Same
		Sep 08, 1986	Granted	4,812,290	Mar 14, 1988	Third Element Additions to Aluminum-Titanium Master Alloys
		Mar 07, 1988	Granted	4,873,054	Oct 10, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
		Jan 24, 1989	Granted	5,041,263	Aug 20, 1991	Third Element Additions to Aluminum-Titanium Master Alloys
Aug 24, 1989	Granted	5,100,488	Mar 31, 1992	Third Element Additions to Aluminum-Titanium Master Alloys		
Mar 3, 1992	Granted	3,245,419	Oct 26, 2001	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys		
Sep 07, 1987	Granted	1,785,540	Aug 31, 1993	Third Element Additions to Aluminum-Titanium Master Alloys		
Jun 07, 1999	Granted	3,112,652	Sep 27, 2000	Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing Same		
Mar 03, 1992	Granted	3,043,384	Dec 07, 1998	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys		
Mar 04, 1992	Granted	2,901,031	Aug 20, 1996	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys		
Mar 06, 1992	Granted	2,519,922	May 29, 1998	Master Alloy Hardeners		

¹ Will be allowed to expire without payment of maintenance fees currently due.

² Allowed but not patented yet

³ KB did not wish to pursue

PATENT
REEL: 014934 FRAME: 0899

TRADEMARK
REEL: 003292 FRAME: 0212

Grantor	Country	Filing Date	Status	Patent No	Issue Date	Title
KB Alloys, Inc. (cont'd)	Brazil	Mar 03, 1992	Granted	PI9205720	Mar 08, 2000	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	Canada	Aug 28, 1987 Mar 06, 1989 Mar 03, 1992	Granted Granted Granted	PI8704449 PI8901023 2,104,304	May 27, 1997 Sep 18, 2001 Jan 22, 2002	Third Element Additions to Aluminum-Titanium Master Alloys Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
RAL Enterprises, Inc.	Australia	Mar 06, 1992 Mar 17, 1986 Jun 04, 1999	Granted Granted Allowed ¹	2,105,860 1,277,855	Nov 11, 2003 Dec 18, 1990	Master Alloy for Al & Si Strontium Master Alloy Compositions Having a Reduced Solidus Temperature and Method of Manufacturing Same
	Canada	Mar 03, 1992	Granted	659484	Sep 05, 1995	Aluminum Master Alloys Containing Strontium, Boron, and Silicon for Grain Refining and Modifying Aluminum Alloys
	Germany	Feb 15, 1987	Granted ¹	586929	Nov 16, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
	Germany	Jan 04, 1989	Granted	623872	May 28, 1992	Third Element Additions to Aluminum-Titanium Master Alloys
	Yemen	Mar 05, 1992	Granted	664,173	Feb 27, 1996	Master Alloy Hardeners
	UK	Sep 07, 1987 Jun 07, 1999	Granted Granted	163269 216,107	Nov 04, 1992 Sept. 01, 2003	Third Element Additions to Aluminum-Titanium Master Alloys Strontium Master Alloy composition Having a Reduced Solidus Temperature and Method of Manufacturing Same
	USA	Sep 04, 1987 Feb 22, 1989	Granted Granted	1,298,993 1,311,145	Apr 21, 1992 Dec 06, 1992	Third Element Additions to Aluminum-Titanium Master Alloys Third Element Additions to Aluminum-Titanium Master Alloys
	USA	Sep 07, 1987	Granted	P3729937	Jan 03, 1995	Third Element Additions to Aluminum-Titanium Master Alloys
	USA	Feb 15, 1989	Granted	031488	Feb 15, 1989	Third Element Additions to Aluminum-Titanium Master Alloys
	USA	Sep 04, 1987 Mar 07, 1989 Mar 07, 1989	Granted Granted Granted	2194296 2216542	Jan 02, 1991 Dec 18, 1991	Third Element Additions to Aluminum-Titanium Master Alloys Third Element Additions to Aluminum-Titanium Master Alloys
USA	Mar 07, 1989 Jun 10, 1999	Granted Abandoned ¹	2243374	Aug 26, 1992	Third Element Additions to Aluminum-Titanium Master Alloys Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Manufacturing Same	
USA		Granted	5,769,922	06/23/1998	Method for Producing Vanadium-Aluminum-Ruthenium Master alloys and Master Alloy Compositions	
USA		Granted	5,316,723	05/31/1994	Master Alloys for Beta 21S Titanium-Based Alloys	
USA		Granted	5,364,587	11/15/1994	Nickel Alloy for Hydrogen Battery Electrodes	
USA		Granted	5,422,069	06/06/1995	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	
Canada		Granted	2,127,121	07/23/1993	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	
Europe		Granted	2,140,337	07/23/1993	Nickel Alloy for Hydrogen Battery Electrodes	
Japan		Granted	0652980	07/23/1993	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	
Japan		Granted	2800137	07/10/1998	Master Alloy for Beta 21S Titanium-Based Alloys and Method of Making the Same	

¹ Will be allowed to expire without payment of maintenance fees currently due.
² Allowed but not patented yet.
³ KB did not want to patent

PATENT APPLICATIONS

Grantor	Country	Application Number	Filing Date	Status	Patent No	Issue Date
KB Alloys, Inc.	USA	60/424,380	Nov 2, 2002	Pending ¹	Pending	Pending
	Venezuela	0301/92	Feb 15, 1989	Pending		
Reading Alloys, Inc.	Norway	99-001040	Jan 03, 1999	Pending		
	USA	1999 2733	Jun 07, 1999	Pending		
		10/421,430	05/02/2003	Pending		
		10/834,427	04/29/2004	Pending		
	International	PCT/US04/13670	04/29/2004	Pending		
	Chile	2004-0943	05/03/2004	Pending		
	Venezuela	2004-000690	04/29/2004	Pending		
Thailand	090561	04/30/2004	Pending			
Malaysia	None	04/30/2004	Pending			
Taiwan	093112136	04/30/2004	Pending			
Argentina	PO40101488	04/30/2004	Pending			

¹ Provisional abandoned and utility now in formal application stage

RECORDED: 08/04/2004

PATENT
REEL: 014934 FRAME: 0701

TRADEMARK
REEL: 003292 FRAME: 0214

Schedule B
to
Release

See attached.

Trademark Assignment Details

Reel/Frame: 2908 / 0278

View Recorded Assignment

Pages: 10

Received: 08/04/2004

Recorded: 08/04/2004

Conveyance: SECURITY INTEREST

Total properties: 8

1	Serial #: <u>72249164</u> Mark: TIBOR	Filing Dt: 06/28/1966	Reg #: <u>0836208</u>	Reg. Dt: 10/03/1967
2	Serial #: <u>72259926</u> Mark: TITAL	Filing Dt: 12/02/1966	Reg #: <u>0846123</u>	Reg. Dt: 03/19/1968
3	Serial #: <u>72455846</u> Mark: BORAL	Filing Dt: 04/27/1973	Reg #: <u>0992339</u>	Reg. Dt: 09/03/1974
4	Serial #: <u>73635841</u> Mark: KAWECKI	Filing Dt: 12/17/1986	Reg #: <u>1465140</u>	Reg. Dt: 11/17/1987
5	Serial #: <u>73679924</u> Mark: KBALLOYS, INC.	Filing Dt: 08/18/1987	Reg #: <u>1523171</u>	Reg. Dt: 02/07/1989
6	Serial #: <u>74047397</u> Mark: TICAR	Filing Dt: 04/10/1990	Reg #: <u>1702399</u>	Reg. Dt: 07/21/1992
7	Serial #: <u>74460823</u> Mark: KORRECT BAR	Filing Dt: 11/19/1993	Reg #: <u>1926275</u>	Reg. Dt: 10/10/1995
8	Serial #: <u>75883476</u> Mark: STROBOR	Filing Dt: 12/30/1999	Reg #: <u>2406293</u>	Reg. Dt: 11/21/2000

Assignor

1 KB ALLOYS, INC.

Exec Dt: 07/15/2004

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

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

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondence name and address

ELISABETH A. EVERT, ESQ.
717 NORTH HARWOOD
SUITE 3400
DALLAS, TX 75201

Search Results as of: 3/3/2006 5:21:13 P.M.

If you have any comments or questions concerning the data displayed, contact CPR / Assignments at 571-272-3360
Web interface last modified: September 28, 2006

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
KB Alloys, Inc.		07/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60681
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	72455846	BORAL
Serial Number:	73835841	KAWECKI
Serial Number:	73679924	KBALLOYS, INC.
Serial Number:	74460823	KORRECT BAR
Serial Number:	75883476	STROBOR
Serial Number:	72249164	TIBOR
Serial Number:	74047397	TICAR
Serial Number:	72259926	TITAL

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert, Esq.
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 3400

900011135

**TRADEMARK
 REEL: 002908 FRAME: 0278**

**TRADEMARK
 REEL: 003292 FRAME: 0217**

CU 0215 00 72455846

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30200
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NAME OF SUBMITTER:	Susan Roberts
--------------------	---------------

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TRADEMARK
REEL: 003292 FRAME: 0218

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloy"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloy") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, 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, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities 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 Amended, Restated and Consolidated Security Agreement dated as of the date hereof (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 Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall 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:

CHI 2946691.v6

TRADEMARK
REEL: 002908 FRAME: 0280

TRADEMARK
REEL: 003292 FRAME: 0219

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in 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 each 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 including those referred to on Schedule I hereto, except any intent-to-use trademark application for which an amendment to allege use or statement of use has not been filed;

(b) all amendments to or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Trademark Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Trademark Security Agreement") and the Trademark Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Trademark 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 KB Alloys Assignment, the Reading Alloys Trademark Security Agreement and the RAI Enterprises Trademark 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, 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.

KBALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: [Signature]
Name: Richard T. Malin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 002908 FRAME: 0282

TRADEMARK
REEL: 003292 FRAME: 0221

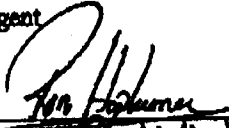
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: 
Name: Ronald Poplanovics
Title: VP

Trademark Security Agreement

TRADEMARK
REEL: 002908 FRAME: 0283

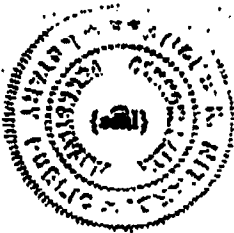
TRADEMARK
REEL: 003292 FRAME: 0222

ACKNOWLEDGMENT OF GRATORS

STATE OF Pennsylvania
COUNTY OF Berks

as.

On this 15th day of July, 2004 before me personally appeared Richard J. Mallix, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc., KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Boards of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



Spencer K. Matarlo
Notary Public

Commission Expires June 17, 2007
Member: Pennsylvania Association of Notaries

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(Serial No.)</u>	<u>Date of Grant</u>	<u>Status</u>
USA	Boral	982,339	9/3/1974	Renewal due 09/03/2004
	Kawecki	1,465,140	11/17/1987	Renewal due 11/17/2007
	KB Alloys, Inc.	1,623,171	2/7/1989	Renewal due 02/07/2009
	Korrect Bar	1,926,276	10/10/1996	Renewal due 10/10/2005
	Tibor	836,208	10/3/1987	Renewal due 10/03/2007
	Ticar	1,702,399	7/21/1992	Renewal due 07/21/2012
	Tital	846,123	3/19/1988	Renewal due 03/19/2008 8 & 15 due 11/21/2006
	Strobar	2,406,293	11/21/2000	Renewal due 11/21/2010
	New KB Orbit Logo			Pending
Argentina	Boral	1,586,459	12/27/1995	Renewal due 12/27/2005
	Tibor	1,495,370	12/30/1993	Renewal due 12/30/2013
	Ticar	1,808,176	7/15/1993	Renewal due 07/15/2006
	Tital	1,495,372	12/30/1993	Renewal due 12/30/2013
Australia	Boral	B275631	1/23/1974	Renewal due 01/23/2009
	Kawecki	A466378	6/30/1987	Renewal due 06/03/2006
	Multiplex	B532575	4/11/1990	Renewal due 04/11/2007
	Tibor	A450615	5/24/1989	Renewal due 08/20/2007
	Ticar	541817	9/10/1990	Renewal due 09/10/2007
Benelux	Tital	A450614	5/24/1989	Renewal due 08/20/2007
	Kawecki	430799	3/27/1987	Renewal due 03/27/2007
	Tibor	430203	3/27/1987	Renewal due 03/27/2007
Brazil	Tital	430798	3/27/1987	Renewal due 03/27/2007
	Boral	6279813	4/10/1976	Renewal due 04/09/2006
	Tibor	816192499	12/1/1992	Renewal due 12/01/2012
Canada	Ticar	815749481	4/21/1992	Renewal due 04/20/2012
	Tital	816192502	12/1/1992	Renewal due 12/01/2012
	Boral	206942	5/9/1975	Renewal due 05/09/2005
	Tibor	154912	1/5/1988	Renewal due 01/15/2013
France	Ticar	404808	11/13/1992	Renewal due 11/13/2007
	Tital	157255	6/14/1988	Renewal due 06/14/2013
	Tibor	1498898	3/20/1987	Renewal due 03/20/2007
	Ticar	1721378	9/11/1990	Renewal due 09/10/2010
Germany	Tital	13136807	5/7/1991	Renewal due 12/12/2011
	Boral	928741	2/20/1974	Renewal due 02/19/2014
	Ticar	2085517	12/31/1990	Renewal due 12/31/2010
	Tibor	1116436	1/12/1988	Renewal due 04/03/2007
	Tital	2051367	12/7/1993	Renewal due 05/31/2011

TRADEMARK
REEL: 002908 FRAME: 0285

TRADEMARK
REEL: 003292 FRAME: 0224

KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (Cont'd)

<u>Country</u>	<u>Trademark</u>	<u>Reg. No. (Serial No.)</u>	<u>Date of Grant</u>	<u>Status</u>
Great Britain	Boral	1304978	3/24/1984	Renewal due 03/24/2008
	Multiplex	1427132	11/27/1989	Renewal due 11/27/2008
	Tibor	888337	12/17/1985	Renewal due 12/17/2010
	Tibor	1400012	9/30/1989	Renewal due 09/30/2006
	Ticar	1439344	4/10/1990	Renewal due 04/10/2007
	Tital	1463063	5/2/1991	Renewal due 05/02/2008
Hungary	Kawecki	126613	4/13/1989	Renewal due 04/13/2007
	Tibor	126612	11/30/1987	Renewal due 11/30/2007
	Tital	127162	9/2/1988	Renewal due 04/13/2007
	Tibor	810647	4/13/2000	Renewal due 08/12/2007
	Ticar	603015	8/24/1993	Renewal due 08/21/2010
	Tital	609469	11/17/1993	Renewal due 11/17/2013
Japan	Tibor	2580182	9/30/1993	Renewal due 09/30/2013
	Ticar	2517048	3/31/1993	Renewal due 03/31/2013
Mexico	Boral	448231	12/15/1993	Renewal due 12/07/2012
	Tibor	447080	11/24/1993	Renewal due 12/07/2012
	Ticar	434793	5/27/1993	Renewal due 12/07/2012
	Tital	484377	2/24/1995	Renewal due 12/07/2012
New Zealand	Boral	107042	1/25/1974	Renewal due 01/25/2009
	Kawecki	186595	7/14/1988	Renewal due 07/14/2009
	Multiplex	B201153	11/27/1989	Renewal due 11/27/2010
	Tibor	209881	6/1/1991	Renewal due 06/01/2012
	Ticar	204887	4/10/1990	Renewal due 04/10/2011
	Tital	209911	5/26/1991	Renewal due 05/02/2012
Norway	Boral	97894	12/2/1976	Renewal due 06/02/2012
	Tibor	135268	2/2/1989	Renewal due 02/02/2009
	Ticar	148,719	1/16/1992	Renewal due 01/16/2012
	Tital	153868	12/10/1992	Renewal due 12/10/2012
Spain	Tibor	1189447	3/21/1988	Renewal due 03/21/2008
Sweden	Boral	155650	8/4/1976	Renewal due 08/04/2006
	Tibor	215741	2/9/1990	Renewal due 02/09/2010
	Ticar	237020	6/26/1992	Renewal due 06/26/2012
	Tital	254733	1/28/1994	Renewal due 01/28/2014
Switzerland	Boral	269744	2/19/1974	Renewal due 02/19/2014
	Kawecki	358625	12/7/1987	Renewal due 07/30/2007
	Multiplex	362915	4/11/1990	Renewal due 04/11/2010
	Tibor	368626	12/17/1987	Renewal due 07/03/2007
	Ticar	384414	9/11/1990	Renewal due 09/11/2010
	Tital	389610	5/2/1991	Renewal due 05/02/2011
Venezuela	Boral	P177028	7/10/1995	Renewal due 07/10/2005
	Tibor	167,257	8/19/1994	Renewal due 08/19/2014
	Tibor	23758-91	8/19/1994	Renewal due 08/19/2014
	Ticar	(18097-90)	3/18/1994	Renewal due 03/18/2014
	Tital	F-156830	11/1/1984	Renewal due 11/01/2014

**TRADEMARK
REEL: 002908 FRAME: 0286**

**TRADEMARK
REEL: 003292 FRAME: 0225**

READING ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Registration Date	Renewal Date
European Community	READING ALLOYS	2,368,835	9/7/2001	9/7/2011
Canada	ADVANCED ENGINEERED MATERIALS & Design	TMA601,032	1/30/2004	1/30/2019
Russian Federation		253,092	8/15/2003	4/1/2012
United States		2,631,788	10/8/2002	10/8/2012
Australia		888,340	2/6/2002	9/7/2011
United Kingdom		2,280,135	9/7/2001	9/7/2011
South Korea		0534074	11/1/2002	11/1/2012
China		2015182	11/28/2002	11/28/2012
Ukraine (Application filed 7/24/2002, application number 2002076202.)				

RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Renewal Date
United States	READING ALLOYS, INC. & Design	779,210	10/27/2004
	READING ALLOYS, INC. & Design	1,367,907	10/29/2005
	READING ALLOYS & Design	808,424	2/23/2001
Austria	READING ALLOYS, INC. & Design	108,679	3/31/2005
Canada	READING ALLOYS & Design	324,925	3/20/2002
France	READING ALLOYS & Design	1,291,935	12/4/2004
Germany	READING ALLOYS & Design	1,111,991	5/31/2005
Japan	READING ALLOYS & Design	1,908,498	11/27/2008

¹Inactive

RECORDED: 08/04/2004

TRADEMARK
REEL: 002908 FRAME: 0287

TRADEMARK
REEL: 003292 FRAME: 0226

Trademark Assignment Details

Reel/Frame: 2908 / 0312

View Recorded Assignment

Pages: 10

Received: 08/04/2004

Recorded: 08/04/2004

Conveyance: SECURITY INTEREST

Total properties: 3

1	Serial #: <u>Z217423Z</u> Mark: READING ALLOYS INC.	Filing Dt: 08/01/1963	Reg #: <u>0779210</u>	Reg. Dt: 10/27/1964
2	Serial #: <u>Z235808Z</u> Mark: READING ALLOYS	Filing Dt: 04/27/1970	Reg #: <u>0908424</u>	Reg. Dt: 02/23/1971
3	Serial #: <u>Z348999Z</u> Mark: READING ALLOYS INC.	Filing Dt: 07/16/1984	Reg #: <u>136730Z</u>	Reg. Dt: 10/29/1985

Assignor

1 RAI ENTERPRISES, INC.

Exec Dt: 07/15/2004

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

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

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondence name and address

ELISABETH A. EVERT, ESQ.
717 NORTH HARWOOD
SUITE 3400
DALLAS, TX 75201

Search Results as of: 3/3/2008 5:23:20 P.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 671-272-3330
Web Interface last modified: September 28, 2005

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
RAI Enterprises, Inc.		07/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	73489987	READING ALLOYS INC.
Serial Number:	72358087	READING ALLOYS
Serial Number:	72174237	READING ALLOYS INC.

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert, Esq.
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30200
NAME OF SUBMITTER:	Susan Roberts

Total Attachments: 8
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**TRADEMARK
 REEL: 002908 FRAME: 0312**

**TRADEMARK
 REEL: 003292 FRAME: 0228**

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TRADEMARK
REEL: 003292 FRAME: 0229

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, 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, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities 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 Amended, Restated and Consolidated Security Agreement dated as of the date hereof (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 Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall 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:

CHI 234691v6

TRADEMARK
REEL: 002908 FRAME: 0314

TRADEMARK
REEL: 003292 FRAME: 0230

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in 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 each 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 including those referred to on Schedule I hereto, except any intent-to-use trademark application for which an amendment to allege use or statement of use has not been filed;

(b) all amendments to or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Trademark Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Trademark Security Agreement") and the Trademark Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Trademark 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 KB Alloys Assignment, the Reading Alloys Trademark Security Agreement and the RAI Enterprises Trademark 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, 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.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: *Richard J. Mallica*
Name: Richard J. Mallica
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 002908 FRAME: 0316

TRADEMARK
REEL: 003292 FRAME: 0232

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.

KB ALLOYS, INC.
KBA HOLDING, INC.
KBA ENTERPRISES, INC.
READING ALLOYS, INC.
RAI ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: *Ronald H. [Signature]*
Name: Ronald H. [Signature]
Title: VP

Trademark Security Agreement

TRADEMARK
REEL: 002908 FRAME: 0317

TRADEMARK
REEL: 003292 FRAME: 0233

ACKNOWLEDGMENT OF GRANTORS

STATE OF Pennsylvania
COUNTY OF Berks

ss.

On this 15th day of July, 2004 before me personally appeared Richard J. Mallin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc. KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



Frances K. Nitaridi
Notary Public

Commission Expires June 17, 2007
Member, Pennsylvania Association of Notaries

TRADEMARK
REEL: 002908 FRAME: 0318

TRADEMARK
REEL: 003292 FRAME: 0234

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

<u>Country</u>	<u>Trademark</u>	<u>Reg. No. (Serial No.)</u>	<u>Date of Grant</u>	<u>Status</u>
USA	Boral	992,339	9/3/1974	Renewal due 09/03/2004
	Kawecki	1,465,140	11/17/1987	Renewal due 11/17/2007
	KB Alloys, Inc.	1,523,171	2/7/1989	Renewal due 02/07/2009
	Korrect Bar	1,926,276	10/10/1986	Renewal due 10/10/2006
	Tibor	836,208	10/3/1987	Renewal due 10/03/2007
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	Tital	846,123	3/19/1988	Renewal due 03/19/2008 8 & 15 due 11/21/2006
	Strobar	2,406,293	11/21/2000	Renewal due 11/21/2010
	New KB Orbit Logo			Pending
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	Tibor	1,495,370	12/30/1993	Renewal due 12/30/2013
	Ticar	1,806,176	7/15/1993	Renewal due 07/15/2006
	Tital	1,495,372	12/30/1993	Renewal due 12/30/2013
Australia	Boral	B275631	1/23/1974	Renewal due 01/23/2009
	Kawecki	A466378	6/30/1987	Renewal due 06/03/2008
	Multiplex	B532575	4/11/1990	Renewal due 04/11/2007
	Tibor	A450615	5/24/1989	Renewal due 08/20/2007
	Ticar	541817	9/10/1990	Renewal due 09/10/2007
Benelux	Tital	A450614	5/24/1989	Renewal due 08/20/2007
	Kawecki	430799	3/27/1987	Renewal due 03/27/2007
	Tibor	430203	3/27/1987	Renewal due 03/27/2007
Brazil	Tital	430798	3/27/1987	Renewal due 03/27/2007
	Boral	6279813	4/10/1976	Renewal due 04/09/2008
	Tibor	816192499	12/1/1992	Renewal due 12/01/2012
	Ticar	815749481	4/21/1992	Renewal due 04/20/2012
Canada	Tital	816192502	12/1/1992	Renewal due 12/01/2012
	Boral	206942	5/9/1975	Renewal due 05/08/2005
	Tibor	154912	1/5/1988	Renewal due 01/15/2013
	Ticar	404808	11/13/1982	Renewal due 11/13/2007
France	Tital	157255	6/14/1968	Renewal due 06/14/2013
	Tibor	1498898	3/20/1987	Renewal due 03/20/2007
	Ticar	1721378	9/11/1990	Renewal due 09/10/2010
Germany	Tital	13136607	5/7/1991	Renewal due 12/12/2011
	Boral	928741	2/20/1974	Renewal due 02/19/2014
	Ticar	2085517	12/31/1990	Renewal due 12/31/2010
	Tibor	1116438	1/12/1988	Renewal due 04/03/2007
	Tital	2051367	12/7/1993	Renewal due 05/31/2011

TRADEMARK
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KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (Cont'd)

<u>Country</u>	<u>Trademark</u>	<u>Reg. No. (Serial No.)</u>	<u>Date of Grant</u>	<u>Status</u>
Great Britain	Boral	1304978	3/24/1984	Renewal due 03/24/2008
	Multiplex	1427132	11/27/1989	Renewal due 11/27/2008
	Tibor	888337	12/17/1985	Renewal due 12/17/2010
	Tibor	1400012	9/30/1989	Renewal due 09/30/2006
	Ticar	1439344	4/10/1990	Renewal due 04/10/2007
	Tital	1463083	5/2/1991	Renewal due 05/02/2008
Hungary	Kawecki	128813	4/13/1989	Renewal due 04/13/2007
	Tibor	128812	11/30/1987	Renewal due 11/30/2007
	Tital	127162	9/2/1988	Renewal due 04/13/2007
	Tibor	810647	4/13/2000	Renewal due 08/12/2007
	Ticar	603015	8/24/1993	Renewal due 09/21/2010
	Tital	609469	11/17/1993	Renewal due 11/17/2013
Japan	Tibor	2580182	9/30/1993	Renewal due 09/30/2013
	Ticar	2517048	3/31/1993	Renewal due 03/31/2013
Mexico	Boral	448231	12/15/1993	Renewal due 12/07/2012
	Tibor	447080	11/24/1993	Renewal due 12/07/2012
	Ticar	434793	5/27/1993	Renewal due 12/07/2012
	Tital	484377	2/24/1995	Renewal due 12/07/2012
New Zealand	Boral	107042	1/25/1974	Renewal due 01/25/2009
	Kawecki	185595	7/14/1988	Renewal due 07/14/2009
	Multiplex	B201153	11/27/1989	Renewal due 11/27/2010
	Tibor	208881	5/1/1991	Renewal due 05/01/2012
	Ticar	204887	4/10/1990	Renewal due 04/10/2011
	Tital	209911	5/25/1991	Renewal due 05/02/2012
Norway	Boral	97894	12/2/1976	Renewal due 05/02/2012
	Tibor	135268	2/2/1989	Renewal due 02/02/2009
	Ticar	148,719	1/16/1992	Renewal due 01/16/2012
	Tital	153888	12/10/1992	Renewal due 12/10/2012
Spain	Tibor	1189447	3/21/1988	Renewal due 03/21/2008
Sweden	Boral	155850	8/4/1976	Renewal due 06/04/2006
	Tibor	215741	2/9/1990	Renewal due 02/09/2010
	Ticar	237020	8/26/1982	Renewal due 06/26/2012
	Tital	254733	1/28/1994	Renewal due 01/28/2014
	Boral	269744	2/18/1974	Renewal due 02/18/2014
Switzerland	Kawecki	358625	12/7/1987	Renewal due 07/30/2007
	Multiplex	382915	4/11/1990	Renewal due 04/11/2010
	Tibor	358626	12/17/1987	Renewal due 07/03/2007
	Ticar	384414	9/11/1990	Renewal due 09/11/2010
	Tital	389610	5/2/1991	Renewal due 05/02/2011
	Boral	P177028	7/10/1995	Renewal due 07/10/2005
Venezuela	Tibor	167,257	8/19/1994	Renewal due 08/19/2014
	Tibor	23758-91	8/19/1994	Renewal due 08/19/2014
	Ticar	(16037-90)	3/18/1994	Renewal due 03/18/2014
	Tital	F-158830	11/1/1994	Renewal due 11/01/2014

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READING ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Registration Date	Renewal Date	
European Community	READING ALLOYS ADVANCED ENGINEERED MATERIALS & Design	2,368,835	9/7/2001	9/7/2011	
Canada		TMA801,032	1/30/2004	1/30/2019	
Russian Federation		253,092	8/15/2003	4/1/2012	
United States		2,631,768	10/8/2002	10/8/2012	
Australia		888,340	2/5/2002	9/7/2011	
United Kingdom		2,280,135	9/7/2001	9/7/2011	
South Korea		0534074	11/1/2002	11/1/2012	
China		2015192	11/28/2002	11/28/2012	
Ukraine (Application filed 7/24/2002, application number 2002076202.)					

RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Renewal Date
United States	READING ALLOYS, INC. & Design	779,210	10/27/2004
	READING ALLOYS, INC. & Design	1,387,907	10/29/2006
	READING ALLOYS & Design	908,424	2/23/2001
Austria	READING ALLOYS, INC. & Design	108,679	3/31/2005
Canada	READING ALLOYS & Design	324,925	3/20/2002
France	READING ALLOYS & Design	1,291,935	12/4/2004
Germany	READING ALLOYS & Design	1,111,391	5/31/2005
Japan	READING ALLOYS & Design	1,908,498	11/27/2006

¹Inactive

RECORDED: 08/04/2004

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REEL: 002908 FRAME: 0321

RECORDED: 04/18/2006

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REEL: 003292 FRAME: 0237