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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
ThyssenKrupp Stahl Company		06/02/2006	CORPORATION: MISSOURI

## **RECEIVING PARTY DATA**

Name:	The CIT Group/Business Credit, Inc.
Street Address:	10 South LaSalle Street, 22nd Floor
Internal Address:	Attn: Regional Credit Manager
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1257429	GAS-TECH
Registration Number:	1657129	STAHL

### **CORRESPONDENCE DATA**

Fax Number: (212)755-7306

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

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM
Correspondent Name: ILENE B. TANNEN, ESQ.
Address Line 1: 222 EAST 41ST STREET

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	929500-309001
NAME OF SUBMITTER:	llene B. Tannen
Signature:	/Ilene B. Tannen/
	TRADEMARK

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Date:	06/14/2006
Total Attachments: 4 source=the cit group assignment#page1.tif source=the cit group assignment#page2.tif source=the cit group assignment#page3.tif source=the cit group assignment#page4.tif	

### COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT dated as of June 2, 2006 ("Agreement"), between THYSSENKRUPP STAHL COMPANY, a Missouri corporation (together with its successors and assigns, the "Grantor"), and THE CIT GROUP/BUSINESS CREDIT, INC., as Lender (the "Lender"):

### RECITALS:

(1) This Agreement is made pursuant to the Financing and Security Agreement, dated as of June 2, 2006 (as amended, restated or otherwise modified from time to time, the "Financing Agreement"), between the Grantor and the Lender pursuant to which the Grantor has granted to the Lender, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Lender as follows:

- Section 1. <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Financing Agreement.
- Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby assigns, transfers, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:
  - (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
  - (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
  - (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
  - (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
    - (v) all registrations and recordings with respect to any of the foregoing;
    - (vi) all reissues, extensions and renewals of any of the foregoing;
  - (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer

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and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Lender shall keep all such information, knowledge, records or data strictly confidential in accordance with the Financing Agreement;

- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
  - (ix) all rights to sue for past, present or future infringements of any of the foregoing;
  - (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and
  - (xii) all proceeds of any and all of the foregoing.
- Section 3. <u>Reference to Separate Security Agreement.</u> This Agreement has been entered into by the Grantor and the Lender primarily for recording purposes as contemplated by the Financing Agreement, dated as of the date hereof, between the Grantor and the Lender. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Financing Agreement, the terms and provisions of such Financing Agreement shall govern.

[Remainder of page intentionally left blank]

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THYSSENKRUPP STAHL COMPANY

By:\_\_\_

Kevin Daugherty, Vice President and Secretary

Accepted and acknowledged by:

THE CIT GROUP/BUSINESS CREDIT,

C. Graham Sones, Vice President

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[Signature Page to the Collateral Assignment of Trademarks and Security Agreement]

Schedule A to Collateral Assignment of Trademarks and Security Agreement

<u>Trademarks</u>	Country	Application No. and/or Registration No.	Application Filing Date and/or Registration Date
GAS-TECH	United States	No. 1257429	November 15, 1983
STAHL	United States	No. 1657129	September 17, 1991

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**RECORDED: 06/14/2006** 

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