

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY - RELEASING SECURITY INTEREST RECORDED ON REEL/FRAME 2908/0312, RECORDED 8/4/2004

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:	1367307	READING ALLOYS INC.
Registration Number:	0908424	READING ALLOYS
Registration Number:	2631788	READING ALLOYS ADVANCED ENGINEERED MATERIALS

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: ccasey@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 200 East Randolph Drive, Suite 5300
 Address Line 2: c/o Palak Shah
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	34411-24
NAME OF SUBMITTER:	Palak Shah

CH \$90.00 1367307

Signature:

/Palak Shah/

Date:

07/12/2006

Total Attachments: 6

source=2908 0312 TM SI RELEASE#page1.tif

source=2908 0312 TM SI RELEASE#page2.tif

source=2908 0312 TM SI RELEASE#page3.tif

source=2908 0312 TM SI RELEASE#page4.tif

source=2908 0312 TM SI RELEASE#page5.tif

source=2908 0312 TM SI RELEASE#page6.tif

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., a 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.

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	2398838	9/7/2001	9/7/2011	
Canada		TMA801,052	1/30/2004	1/30/2014	
Russian Federation		263,082	8/18/2002	4/1/2012	
United States		2,531,788	10/8/2002	10/8/2012	
Australia		898,340	2/8/2002	9/7/2011	
United Kingdom		2,290,135	9/7/2001	9/7/2011	
South Korea		0634074	11/1/2002	11/1/2012	
China		2016192	11/28/2002	11/28/2012	
Ukraine (Application Filed 7/24/2002, application number 2002078202.)					

RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Renewal Date
United States	READING ALLOYS, INC. & Design	778,210	10/27/2004
	READING ALLOYS, INC. & Design	1,387,307	10/29/2008
	READING ALLOYS & Design	808,424	2/29/2001
Austria	READING ALLOYS, INC. & Design	108,678	3/31/2008
	READING ALLOYS & Design	824,825	8/20/2004
Canada	READING ALLOYS & Design	1,291,835	12/4/2004
France	READING ALLOYS & Design	1,111,391	5/31/2008
Germany	READING ALLOYS & Design	1,008,488	11/27/2008
Japan	READING ALLOYS & Design		

*inactive

RECORDED: 08/04/2004

TRADEMARK
REEL: 002808 FRAME: 0321