

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
Greenville Tube Company		08/15/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2641815	GTC	
Registration Number:	2587665	GREENVILLE TUBE	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128274393		
Email:	jwilliams@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	34th Floor, Attn: Jeffrey Williams		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	JW/VS 8668 09639 009002		
NAME OF SUBMITTER:	J Williams,V Sindoni 8668 09639 009002		
Signature:	/J Williams,V Sindoni 8668 09639 009002/		

CH \$65.00 2641815

Date:

08/16/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2006, by GREENVILLE TUBE COMPANY, a Delaware corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 7, 2006, by and among RathGibson, Inc., a Delaware corporation (the "Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, pursuant to that certain Joinder Agreement, dated as of August 15, 2006, Grantor has become a Credit Party under the Credit Agreement and a Grantor under that certain Security Agreement, dated as of February 7, 2006, in favor of the Agent (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

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

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

(e) Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall be deemed to have granted a security interest in, (i) any interests of Grantor which are not assignable or are incapable of being encumbered as a matter of law, or (ii) such Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect. In addition, the Collateral shall exclude any rights to any intent-to-use Trademark applications for which a Statement of Use has not been filed at the United States Patent and Trademark Office and any other General Intangible or Intellectual Property, Licenses or Software which would be rendered invalid or unenforceable by the grant of a security interest created pursuant to the terms of this Agreement, for as long as such prohibition or reason for invalidity exists, provided that concurrent with the filing of a Statement of Use or Amendment to Allege Use at the United States Patent and Trademark Office of a Trademark that was included in an intent-to-use Trademark application Grantor will execute and file a Trademark Security Agreement covering Collateral that includes the Trademarks listed in the Statement of Use or Amendment to Allege Use.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[signature page follows]

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

GREENVILLE TUBE COMPANY,
as Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

Trademark Security Agreement

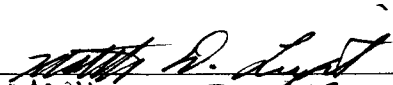
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREENVILLE TUBE COMPANY,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

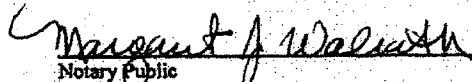
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: MATTHEW D. LIEPERT
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GREENVILLE TUBE COMPANY

STATE OF New York)
COUNTY OF New York) ss.

On this 15 day of August, 2006 before me personally appeared Harley B. Kaplan proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Greenville Tube Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MARGARET J. WALRATH
Notary Public, State of New York
No. 02WA6107818
Qualified in New York County
Commission Expires April 12, 2008

Trademark Security Agreement

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS and applications

and material trademark licenses

TRADEMARKS AND TRADEMARK APPLICATIONS:

1. Federally registered trademark "GTC" and design (Reg. No. 2,641,815) and all common law rights associated therewith.
2. Federally registered trademark "GREENVILLE TUBE" (Reg. No. 2,587,665) and all common law rights associated therewith.