

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
Atlantic Aluminum, LLC		10/06/2006	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	National City Business Credit, Inc.		
Street Address:	1965 East Sixth Street		
Internal Address:	Suite 400		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78737994	AA ATLANTIC ALUMINUM	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	31338/04000		
NAME OF SUBMITTER:	Timothy J. Connors		
Signature:	/timothy j. connors/		

CH \$40.00 78737994

Date:

10/13/2006

Total Attachments: 12

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AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND TRADEMARK APPLICATIONS (this "Agreement") is made as of January 27, 2006, by each of the undersigned (individually a "Grantor" and, collectively, as the "Grantors"), in favor of NATIONAL CITY BUSINESS CREDIT, INC. an Ohio corporation, having an office at 1965 East Sixth Street, Suite 400, Cleveland, Ohio 44114 ("NCBC"), as Agent.

RECITALS

A. Each Grantor is the owner of certain Trademark Collateral (as defined below).

B. Each Grantor, as a borrower, has entered into that certain Amended and Restated Credit and Security Agreement dated as of January 27, 2006 (as from time to time further amended, modified or supplemented, the "Credit Agreement"), among each Grantor, as a borrower (collectively, the "Borrowers"), certain lending institutions which are signatories thereto (the "Lenders"), the letter of credit issuer (the "LC Issuer"), and NCBC, as administrative agent for the benefit of the Lenders and the LC Issuer (the "Agent"), and together with the Lenders and the LC Issuer, the "Secured Parties"). Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Secured Parties will make certain advances and other financial accommodations available to the Borrowers. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the Ohio Uniform Commercial Code (the "UCC") are used herein as defined therein.

C. Each Grantor has agreed to grant to the Agent, for the benefit of the Secured Parties, a security interest in all of their right, title and interest in and to the Trademark Collateral as collateral security for the Obligations.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, each Grantor hereby:

1. Grants to the Agent for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by such Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all of such Grantor's domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications

listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark of such Grantor; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by such Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of such Grantor's trademark registrations and applications in existence as of the date hereof.

(b) Such Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All of such Grantor's Trademarks are free from any Lien except for Permitted Liens and free of any restrictions which could reasonably be expected to have a Material Adverse Effect on the operation of the business of such Grantor as presently conducted.

(d) Such Grantor has not, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of such Grantor's Trademarks.

(e) To the best of its knowledge after due inquiry, all of the registered trademarks among such Grantor's Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark of such Grantor has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks of such Grantor is infringed or has been challenged or threatened in any way.

(g) Such Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral of such Grantor and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by such Grantor of the security interest granted hereby, for the pledge by such Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) Such Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) Such Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Such Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral of such Grantor and such other reports in connection with the Trademark Collateral of such Grantor as the Agent may reasonably request, all in reasonable detail.

(d) Such Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. Such Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, upon the Agent's request, setting forth each new trademark application or registration that such Grantor has filed, acquired, created or otherwise obtained since the previous report. Such Grantor authorizes the Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Agent in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration of such Grantor set forth in Exhibit A hereto, such Grantor agrees to take all necessary or desirable steps based upon such Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of such Grantor's business as then conducted, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Such Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. Such Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in such Grantor's Trademark Collateral except in the exercise of such Grantor's reasonable business judgment.

(f) Such Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral of such Grantor, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) Such Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any material Trademark Collateral of such Grantor has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark of such Grantor, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark of such Grantor.

(h) In the event that such Grantor makes a determination in its reasonable business judgment that any material Trademark of such Grantor has been infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and will take such actions as such Grantor deems appropriate under the circumstances to protect such Trademark, including, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(i) Such Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral of such Grantor except to an affiliate with prompt written notice thereof to the Agent or as

otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral of such Grantor except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

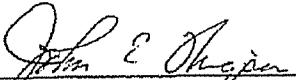
5. Each new Borrower which becomes a party to the Credit Agreement by executing a Borrower Joinder Agreement shall become a Grantor hereunder by executing a counterpart signature page to this Agreement in the form of Exhibit B hereto and delivering the same along with a new version Exhibit A to the Agent. Upon the delivery of both of such documents and acceptance thereof by the Agent, this Agreement shall be deemed amended to incorporate such new Grantor and such new version of Exhibit A.

6. This Agreement amends and restates in its entirety the Collateral Assignment of Security Interest in Trademarks and Trademark Applications, dated as of December 29, 2005, by WXP, Inc. in favor of National City Business Credit, Inc.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

WXP, INC.


Name: JOHN E THIGPEN
Title: PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Mercer

)
) SS:
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On this, the 26th day of January, 2006, before me personally came John E. Thigpen, to me known, who, being duly sworn, did depose and state that [he/she] is the President of WXP, Inc., the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Directors of said company.

Tara L. Helch
Notary Public

[SEAL]

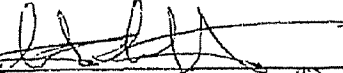
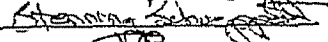

My commission expires: 2/6/07

Notarial Seal
Tara L. Helch, Notary Public
Sugar Grove Twp., Mercer County
My Commission Expires Feb 6, 2007

SUPPLEMENTAL SIGNATURE PAGE TO AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND
TRADEMARK APPLICATIONS

TEMROC METALS, INC.

Dated as of January 27, 2006

By: 
Name: 
Title: 

{ANT0792 DOC;1}

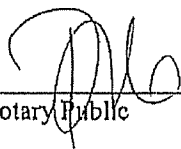
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Dade

)
) SS:
)

On this, the 26 day of January, 2004, before me personally came Stenning Schveppert, to me known, who, being duly sworn, did depose and state that [he/she] is the VP of Tenneco, the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Directors of said company.



Notary Public

[SEAL]



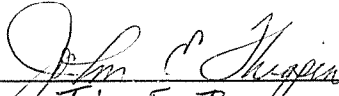
Branca Guevara
My Commission DD342387
Expires July 29 2008

My commission expires: 7-29-08

SUPPLEMENTAL SIGNATURE PAGE TO AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND
TRADEMARK APPLICATIONS

ATLANTIC ALUMINUM, LLC

Dated as of October 6, 2006

By: 
Name: John E. Thigpen
Title: President and Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Mercer

)
) SS:
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On this, the 6th day of October, 2006, before me personally came John E. Thippen, to me known, who, being duly sworn, did depose and state that [he/she] is the President of Signature Alum., the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Managers of said company.

Tara L. Welch
Notary Public

[SEAL]

My commission expires: February 6, 2007

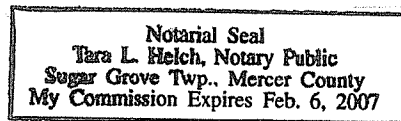


EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Country</u>
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TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Ser. No.</u>	<u>Date</u>	<u>Country</u>
ATLANTIC ALUMINUM & DESIGN	Atlantic Aluminum, LLC., Elkhart, IN	78/737,994	10-21-05	USA