

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECLIPSE MANUFACTURING CO.		11/10/2006	CORPORATION: DELAWARE
STEEL FORMING, INC. (D/B/A COMMERCIAL METAL FORMING)		11/10/2006	CORPORATION: DELAWARE
THE JORGENSEN FORGE CORPORATION		11/10/2006	CORPORATION: WASHINGTON
ZERO MANUFACTURING, INC.		11/10/2006	CORPORATION: DELAWARE
COLUMBUS STEEL CASTINGS COMPANY		11/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, AS THE ADMINISTRATIVE AGENT
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0111447	B
Registration Number:	0523599	B
Registration Number:	2297263	B85
Registration Number:	2861101	C
Registration Number:	2990038	COLUMBUS STEEL CASTINGS
Registration Number:	0876898	ELASTO-CUSHION
Registration Number:	1660741	G

OP \$540.00 0111447

Registration Number:	0311490	G
Registration Number:	2484249	XC-R
Registration Number:	2154594	
Registration Number:	3042452	
Registration Number:	1923655	Z2
Registration Number:	0670062	ZERO
Registration Number:	2182340	ZERO
Registration Number:	1032120	ZERO CENTURION
Registration Number:	1184578	ZERO HALLIBURTON
Registration Number:	1977670	ZEROLLER
Registration Number:	0775618	ZERO-TRAK
Serial Number:	78565132	ZERO HALLIBURTON
Serial Number:	78364003	ZERO INDUSTRIAL
Serial Number:	78559874	ZERO-TRAK

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	/Christopher Dore
Signature:	/Christopher Dore/
Date:	12/12/2006

Total Attachments: 18
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2006 (this "Agreement"), is made by COLUMBUS STEEL CASTINGS COMPANY, a Delaware corporation, ECLIPSE MANUFACTURING CO., a Delaware corporation, STEEL FORMING, INC. (d/b/a Commercial Metal Forming), a Delaware corporation, THE JORGENSEN FORGE CORPORATION, a Washington corporation, and ZERO MANUFACTURING, INC., a Delaware corporation (collectively, the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of November 10, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of November 10, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all pending applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (vi) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement, (b) any disposition of Collateral as contemplated by clause (a) of Section 5.1 of the Intercreditor Agreement or (c) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Collateral (in the case of clause (a)), (ii) such Collateral as is required to be released under Section 5.1 of the Intercreditor Agreement according to the terms of the

Intercreditor Agreement (in the case of clause (b)) or (iii) all Trademark Collateral (in the case of clause (c)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Parent and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

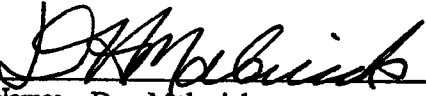
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and the security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and the Credit Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 9. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5 1401 AND 5 1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

COLUMBUS STEEL CASTINGS COMPANY

By: 
Name: Don Malenick
Title: Chief Executive Officer

ECLIPSE MANUFACTURING CO.

By: William Kowal

Name: William Kowal

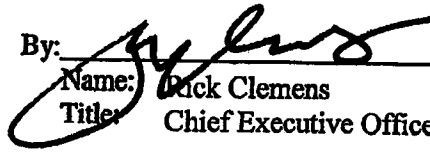
Title: President

STEEL FORMING, INC.

By: William Kowal

Name: William Kowal
Title: Chief Executive Officer

THE JORGENSEN FORGE CORPORATION


By: 
Name: Rick Clemens
Title: Chief Executive Officer

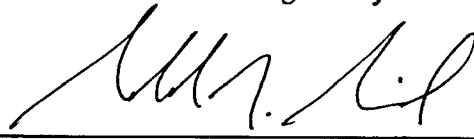
ZERO MANUFACTURING, INC.

By: Stephen Henderson

Name: Stephen Henderson
Title: Chief Executive Officer

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY,
as the Administrative Agent








By: 
Name: E. Lindsay Gordon
Title: Canadian Imperial Bank of Commerce
Authorized Signatory

By: 
Name: Gerald Girardi
Title: Canadian Imperial Bank of Commerce
Authorized Signatory








SCHEDULE I
to Second Lien Trademark Security Agreement

COLUMBUS STEEL CASTINGS COMPANY

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	B Design 	0,111,447	7/18/1916
U.S.	B in a Circle 	0,523,599	4/4/1950
U.S.	B85	2,297,263	12/7/1999
U.S.	C Design 	2,861,101	7/6/2004
U.S.	COLUMBUS STEEL CASTINGS 	2,990,038	8/30/2005
U.S.	ELASTO-CUSHION	0,876,898	9/16/1969
U.S.	G in Shield 	1,660,741	10/15/1991
U.S.	G in Shield 	0,311,490	3/27/1934
U.S.	XC-R	2,484,249	9/4/2001
Canada	C & Design 	TMA637,945	4/20/2005

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	G in Shield 	UCA030561	5/5/1948
Canada	COMMONWEALTH	TMDA026120	3/23/1920
Canada	CFS & Design 	TMA225763	2/3/1978
Mexico	C & Design 	847614	8/18/2004
United Kingdom	G in Shield 	B668911	4/26/1948
Australia	G in Shield (Class 7) 	221945	6/9/1954
Australia	G in Shield (Class 12) 	118718	6/9/1954
South Africa	G in Shield 	133348	4/28/1948
South Africa	COMMONWEALTH	1012/56	4/4/1956

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Canada	COLUMBUS STEEL CASTINGS	1187747	8/14/2003

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE

ECLIPSE MANUFACTURING CO.

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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NONE

Item B. Trademark Licenses

Eclipse is licensed to use the logo set forth below.

INSERT Eclipse LOGO

Eclipse
MANUFACTURING
as MTS comport

STEEL FORMING, INC.

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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NONE

Item B. Trademark Licenses

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Trademark License Agreement	August 31, 2001	Steel Farming Inc. and Parker Hannifin Customer Support Inc.

THE JORGENSEN FORGE CORPORATION

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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NONE





Item B. Trademark Licenses

License Agreement dated June 30, 1992 between Earle M. Jorgensen company and the Jorgensen Forge Company pertaining to the Jorgensen Forge Company's right to use the name "Jorgensen Forge Corporation" and associated logos and styles.

ZERO MANUFACTURING, INC.

Item A. Trademarks

Registered Trademarks


<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Design 	2,154,594	5/5/1998
U.S.	Design 	3,042,452	1/10/2006
U.S.	Z2	1,923,655	10/3/1995
U.S.	ZERO	0,670,062	11/25/1958
U.S.	ZERO	2,182,340	8/18/1998
U.S.	ZERO CENTURION	1,032,120	2/3/1976
U.S.	ZERO HALLIBURTON	1,184,578	1/5/1982
U.S.	ZEROLLER	1,977,670	6/4/1996
U.S.	ZERO-TRAK	0,775,618	8/25/1964
State of California	STANTRON*	4562	
Canada	ZERO & Design 	TMA210480	11/7/1975
Canada	ZERO HALLIBURTON	TMA351928	2/24/1989
Mexico	ZERO HALLIBURTON	412813	
Germany	ZERO HALLIBURTON	1128398	10/3/1988
Italy	ZERO HALLIBURTON	825810	10/4/2000
Switzerland	ZERO HALLIBURTON	364501	1/26/1988
United Kingdom	ZERO CENTURION	1223272	7/1/1984
United Kingdom	ZERO HALLIBURTON	1332810	1/22/1988
United Kingdom	ZERO & Design 	1223278	7/21/1984

* Mark is held by Zero Corporation. Zero Manufacturing, Inc. is unable to confirm ownership of such mark.

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	ZERO HALLIBURTON	1223275	7/21/1984
Australia	ZERO HALLIBURTON	546249	11/21/1990
South Korea	ZERO HALLIBURTON	668190	1/19/1989
International Register	ZERO	856494	4/7/2005
International Register	ZERO HALLIBURTON	844711	2/10/2005
International Register	ZERO INDUSTRIAL	837291	2/6/2004
Japan	DOUBLE BEAD Design	4,694,206	7/25/2003
Japan	HALLIBURTON	2,706,134	4/28/1995
Hong Kong	ZERO HALLIBURTON	2460/93	6/22/1993
Japan	ZERO HALLIBURTON	4,595,206	8/16/2002
Japan	ZERO HALLIBURTON	4,533,258	12/28/2001
Japan	ZERO HALLIBURTON	4,537,646	1/18/2002
Japan	ZERO HALLIBURTON	4,621,870	11/15/2002
Japan	ZERO HALLIBURTON	3,252,934	1/31/1997
Japan	ZERO HALLIBURTON	4,595,205	8/16/2002
Japan	ZERO HALLIBURTON	4,526,488	2/22/2001
Japan	ZERO HALLIBURTON	4,561,350	4/19/2002
New Zealand	ZERO HALLIBURTON	B221,119	1/11/1996
Saudi Arabia	ZERO HALLIBURTON	251/20	4/3/1991
Singapore	ZERO HALLIBURTON	T88/01443J	3/31/1988
Japan	ZERO HALLIBURTON (in Katakana)	3,296,101	4/25/1997
Japan	ZERO HALLIBURTON Logo	4,660,347	4/4/2003
Japan	ZERO HALLIBURTON Logo	4,552,293	3/15/2002
Japan	ZERO HALLIBURTON Lobo	4,465,425	4/6/2001
Japan	ZERO HALLIBURTON Logo	4,524,420	11/22/2001
Japan	ZERO HALLIBURTON Logo	4,484,779	6/22/2001

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	ZERO HALLIBURTON	78/565,132	2/10/2005
U.S.	ZERO INDUSTRIAL	78/364,003	2/6/2004
U.S.	ZERO-TRAK	78/559,874	2/3/2005
Italy	ZERO & Design 	1865 2004 TO (Prev. Reg. 699480)	6/14/2004
Italy	ZERO HALLIBURTON	1843 2004 TO (Prev. Reg. 699481)	6/11/2004
France	ZERO HALLIBURTON	1,451,211	2/23/1988

Item B. Trademark Licenses

Under the terms of the NEC Consulting Service Agreement, Zero Manufacturing Inc. has granted to NEC a license to use the ZERO Halliburton trademark.