

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as First Lien Collateral Agent		01/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tube City, LLC
Street Address:	P.O. Box 2000
Internal Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2331349	TUBE CITY, LLC WE CREATE VALUE
Registration Number:	2519120	
Serial Number:	78423469	SCRAP OPTIMISER
Serial Number:	76622364	GENBLEND
Serial Number:	76622365	TUBE CITY
Serial Number:	76623720	TUBE CITY

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$165.00 2331349

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 009350/0239

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 01/25/2007

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 25, 2007, from Bear Stearns Corporate Lending Inc., a Delaware corporation, as First and Second Lien Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Tube City, LLC, a Delaware limited liability company (the "Borrower"), with its principal place of business located at PO Box 2000, 12 Monongahela Avenue Glassport, PA 15045.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated First Lien Guarantee and Collateral Agreement dated as of December 21, 2004, and the Amended and Restated Second Lien Guarantee and Collateral Agreement dated as of December 21, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreements"), first priority and a second priority security interests (the "Security Interests") were granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to certain Grants of Security Interest in Trademark Rights dated as of December 21, 2004, among the Agent and Borrower (the "Security Agreements"), Borrower, reaffirmed its intent to grant the Security Interests to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on February 23, 2005, at Reel 3033 and Frame 0823, and at Reel 3033 and Frame 0828, and;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreements.

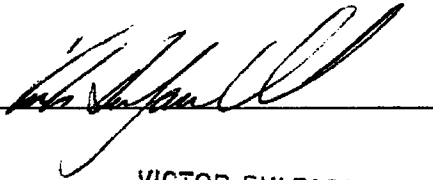
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bear Stearns Corporate Lending Inc.

By:
Name:
Title:

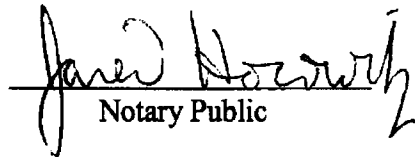
A handwritten signature in black ink, appearing to read "Victor Bulzacchelli", is written over a horizontal line.

VICTOR BULZACCHELLI
VICE PRESIDENT

STATE OF New York)
COUNTY OF New York)

ss.:

On this 25th day of January 2007, before me personally appeared Victor Beltracchi to me known who, being by me duly sworn, did depose and say that he/she is _____ of Bear Stearns Corporate Lending Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Bear Stearns Corporate Lending Inc.


Notary Public

(Affix Seal Below)

JARED T. HOROWITZ
Notary Public, State of New York
No. 02HO6142292
Qualified in New York County
Commission Expires March 13, 2010

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
Tube City, LLC We Create Value	2,331,349
Design of a Spiral	2,519,120
Scrap Optimizer & Design	78/423469
GenBlend	76/622364
Tube City	76/622365
Tube City	76/623720