

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COPPERWELD BIMETALLICS LLC		04/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE CIT GROUP/COMMERCIAL SERVICES, INC.		
<b>Street Address:</b>	Two Wachovia Center, 25th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1066603	COPPERWELD	
Registration Number:	1464432	METALLON	
Registration Number:	1938993	SHIPPED ON TIME WITH SAFETY IN MIND	
Registration Number:	2960865	TUFF TRACER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)478-1114		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-478-1123		
<b>Email:</b>	sms@crlaw.com		
<b>Correspondent Name:</b>	Sarah Sealy		
<b>Address Line 1:</b>	235 North Edgeworth Street		
<b>Address Line 2:</b>	Carruthers & Roth, P.A.		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>ATTORNEY DOCKET NUMBER:</b>	002027-23619		

OP \$115.00 1066603

NAME OF SUBMITTER:	Sarah Sealy
Signature:	/sarah sealy/
Date:	05/18/2007

**Total Attachments: 15**

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## **SECURITY AGREEMENT - INTELLECTUAL PROPERTY**

**THIS SECURITY AGREEMENT-INTELLECTUAL PROPERTY** (this "Agreement"), is made and entered into this 5<sup>TH</sup> day of April, 2007, by and between **COPPERWELD BIMETALLICS LLC**, a Delaware limited liability company (the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT").

### **WITNESSETH:**

**WHEREAS**, the Company proposes to enter into a certain Financing Agreement, dated of even dated herewith (such Financing Agreement, as amended, modified, supplemented or restated from time to time, being hereinafter referred to as the "Financing Agreement"), with CIT, pursuant to which CIT has agreed, upon the terms and subject to the conditions contained therein, to extend certain financing to the Company as more particularly described in the Financing Agreement; and

**WHEREAS**, as a condition precedent to making loans and extending credit to the Company pursuant thereto, CIT has required the execution of this Agreement by the Company in favor of CIT.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company agrees with CIT as follows:

1. **Defined Terms.** All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Financing Agreement.

2. **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Company hereby assigns, grants, transfers and conveys to CIT a security interest in and lien on all of the Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter existing or in which the Company now has or hereafter acquires or develops an interest wherever the same may be located (the "Intellectual Property Collateral"):

(a) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held (whether pursuant to a license or otherwise) or used by the Company in whole or in part, including all existing U.S. patents and patent applications of the Company which are described in Schedule A attached hereto, as the same may be amended or supplemented pursuant hereto from time to time, and including all patent licenses held by the Company (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor, other than any affiliate of the Company,

**TRADEMARK**

**REEL: 003544 FRAME: 0865**

has elected such termination remedy), together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including without limitation all license royalties and proceeds of infringement suits (collectively, the "Patents");

(b) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Company (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing which are described in Schedule B attached hereto, as the same may be amended or supplemented pursuant hereto from time to time, and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Company or in the name of CIT for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(c) all copyrights, rights, titles and interests in and to published and unpublished works of authorship that the Company now or hereafter owns or uses in its business, and all copyrights in any original or derivative works of authorship and all works protectable by copyright that are, or in the future may be, owned, created, authored (as a work for hire), acquired or used (whether pursuant to a license or otherwise) by the Company, in whole or in part, (collectively, the "Copyrights"), including the Copyrights which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(d) all copyright registrations and applications for copyright registration that have been or may hereafter be issued thereon or applied for in the United States or throughout the world (the "Registrations"), including the Registrations which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(e) all common law and other rights in and to the Copyrights throughout the world, including all copyright licenses (unless otherwise prohibited by any license or

related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor other than any affiliate of the Company has elected such termination remedy) (collectively, the "Copyright Rights"), including the Copyright Rights which are described in Schedule C attached hereto, as the same may be amended or supplemented pursuant hereto from time to time;

(f) all inventions, designs, trade secrets, proprietary rights, records, computer programs, source codes, object codes, data bases and all other intangible personal property at any time associated or used in connection with or arising out of the Copyrights, Registrations or Copyright Rights (referred to herein as "Proprietary Rights");

(g) all renewals and extensions of any of the Copyrights, Registrations or Copyright Rights, throughout the world, including all proceeds thereof, the right (but not the obligation) to renew and extend such Copyrights, Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation), to sue or bring opposition or cancellation proceedings and recover damages for past, present and future infringements or violations of the Copyrights, Registrations and Copyright Rights; and all of the Company's right, title and interest to make and exploit all derivative works based on or adopted from all works covered by any of the Copyrights, Registrations, and Copyright Rights, Proprietary Rights and any other Intellectual Property Collateral (as hereinafter defined) relating thereto;

(h) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Intellectual Property Collateral and all rights arising therefrom and pertaining thereto;

(i) all of the goodwill of the Company's business symbolized by the Trademarks or associated therewith;

(j) all general intangibles (as defined in the Uniform Commercial Code as adopted and in force in the State of North Carolina, as from time to time in effect (the "Code")) and all intangible intellectual and other similar property of the Company of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out or used in connection with of any of the Intellectual Property Collateral and not otherwise described above; and

(k) all proceeds of any and all of the foregoing Intellectual Property Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Intellectual Property Collateral.

Notwithstanding the foregoing, the lien and security interest granted pursuant to this Section 2 shall not extend to, or attach to, any application for the registration of a trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) (entitled "Trade-Marks Intended For Use In Commerce") if and for so long as, and solely to the extent that, such lien and security interest may cause the cancellation, invalidity or abandonment of such application for registration pursuant to the provisions of such United States Trademark Act.

3. **Representations, Warranties and Covenants of the Company.** The Company represents, warrants and covenants that:

(a) The Intellectual Property Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) The Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except as set forth on Schedule D attached hereto; and

(c) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;

(d) The Company will maintain the quality of the products associated with the Trademarks, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) The Company has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. **Visits and Inspections.** The Company hereby grants to CIT and its employees and agents the right at any time upon reasonable notice during normal business hours, and from time to time, to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts reasonably required by CIT to ensure the Company's compliance with paragraph 3(d) of this Agreement.

5. **Restrictions on Future Agreements.** The Company agrees that, until all of the Obligations have been satisfied in full and the Financing Agreement has been terminated in writing, it will not without CIT's prior written consent, enter into any agreement which is inconsistent with the Company's duties under this Agreement, and the Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control,

including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to CIT under this Agreement.

6. **After-Acquired Intellectual Property Rights.** If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new patentable inventions, new trademarks, or new copyrights, or become entitled to the benefit of any patent application, any patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent, any improvement on any Patent, any trademark application or trademark for any renewal of any Trademark, any copyright application or any copyright for any renewal or extension of any Copyright, the provisions of paragraph 1 hereof shall automatically apply thereto, and the Company shall give to CIT prompt notice thereof in writing. The Company authorizes CIT to modify this Agreement by amending Schedules A, B, and C to include any future patents and patent applications, any future trademarks and trademark applications, or any future copyrights and copyright applications which are Intellectual Property Collateral under paragraph 1 hereof or this paragraph 6.

7. **The Company's Rights Prior to Event of Default.** Unless and until there shall have occurred and be continuing an Event of Default, the Company shall continue to own, and may use and enjoy the Intellectual Property Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. **Remedies Upon Event of Default.** If an Event of Default shall have occurred and be continuing, CIT shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a CIT under the Code. Notice of any sale or other disposition of the Intellectual Property Collateral shall be deemed reasonable and sufficient if given the Company at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Intellectual Property Collateral is to be made.

9. **Power of Attorney.** The Company hereby makes, constitutes and appoints CIT and any officer or agent of CIT as CIT may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for CIT to use the Intellectual Property Collateral, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral to anyone else as necessary for CIT to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated in writing.

10. **Release of Security Interest.** At such time as all of the Obligations shall have been satisfied and paid in full, CIT shall execute and deliver to the Company all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of CIT's security interest in the Intellectual Property Collateral.

**11. Costs and Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by CIT in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall be borne and paid by the Company on demand by CIT and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Financing Agreement.

**12. Litigation and Proceedings.**

(a) The Company shall have the duty, through counsel acceptable to CIT, to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks, or any copyright application of the Copyrights pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Obligations shall have been paid in full, and to preserve and maintain all rights in patent applications, patents of the Patents, trademark applications, trademarks of the Trademarks, copyright applications, and copyrights of the Copyrights in the ordinary course of business. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any right to file a patent application, or any pending patent application or patent, any right to file a trademark application, or any pending trademark application or trademark, or any right to file a copyright application, or any pending copyright application or copyright, other than those disclosed to CIT in the Financing Agreement and other than those discontinued or abandoned in the ordinary course of business with the consent of CIT, which consent shall not be unreasonably withheld.

(b) CIT shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Intellectual Property Collateral, to enforce the Patents, Trademarks, or Copyrights and any license thereunder, in which event the Company shall at the request of CIT do any and all lawful acts (including bringing suit) and execute any and all proper documents required by CIT in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify CIT for all reasonable costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if CIT declines to institute suit.

**13. CIT May Perform.** If the Company fails to comply with any of its obligations hereunder, CIT may do so in the Company's name or in CIT's name, but at the Company's expense, and the Company agrees to reimburse CIT in full for all reasonable costs and expenses,



including reasonable attorney's fees, incurred by CIT in prosecuting, defending or maintaining the Intellectual Property Collateral or CIT's interest therein pursuant to this Agreement.

14. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. **Modification**. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. **Binding Effect; Benefits**. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. **Notices**. Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing (messages sent by e-mail or other electronic transmission (other than by telecopier) shall not constitute a writing, however any signature on a document or other writing that is transmitted by e-mail or telecopier shall constitute a valid signature for purposes hereof), and shall be deemed to have been validly served, given or delivered when received by the recipient if hand delivered, sent by commercial overnight courier or sent by facsimile, or three (3) Business Days after deposit in the United States mail, with proper first class postage prepaid and addressed to the party to be notified as follows:

- (i) If to CIT, at: The CIT Group/Commercial Services, Inc.  
Two Wachovia Center, 25th Floor  
(zip code 28202)  
Post Office Box 31307  
Charlotte, North Carolina 28231-1307  
Attn: Regional Credit Manager  
Fax No. 704-339-2250

- (ii) If to the Company, at: Copperweld Bimetallics LLC  
254 Cotton Road  
Fayetteville, Tennessee 37334  
Attn: Mr. Chris Finley  
Fax No.: 931-433-0469

or to such other address as any party may designate for itself by like notice.

18. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


19. **CHOICE OF LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, EXCEPT TO THE EXTENT THAT ANY OTHER LOAN DOCUMENT INCLUDES AN EXPRESS ELECTION TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION.**

20. **WAIVER OF JURY TRIAL; SERVICE OF PROCESS. THE COMPANY AND CIT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREUNDER. THE COMPANY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL CIT BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.**

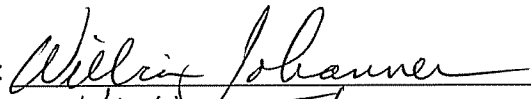
[Signatures Begin on the Next Page]

WITNESS the execution hereof on the day and year first above written.

**COPPERWELD BIMETALLICS LLC**

By:   
Name: Paul S. Fowle  
Title: Manager

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

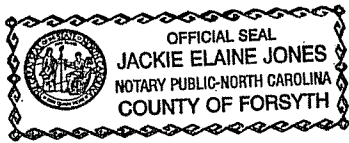
By:   
Name: William Johannesen  
Title: S. V. P.

STATE OF North Carolina

COUNTY OF Forsyth

I, Jackie Elaine Jones, a Notary Public of the State and County aforesaid, certify that David S. Jones personally appeared before me this day and acknowledged that he is Manager of **COPPERWELD BIMETALLICS LLC**, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in the limited liability company's name.

WITNESS my hand and official stamp or seal, this 3<sup>rd</sup> day of April, 2007.



Jackie Elaine Jones  
Notary Public

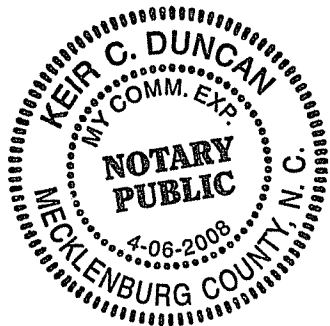
My Commission Expires: 3/2/2008

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Keir C. Duncan, a Notary Public of the State and County aforesaid, certify that William Johannesen personally appeared before me this day and acknowledged that he is Senior Vice-President of **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this 6<sup>th</sup> day of April, 2007.



Keir C. Duncan  
Notary Public

My Commission Expires: April 6, 2008

SCHEDULE A TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

Patents and Patent Applications

**Foreign Patent Registrations/Applications**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>
Copper clad aluminum strips and a process for making copper clad aluminum strips	European Patent Validated in Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, U.K., Greece, Hungary, Ireland, Italy, Liechtenstein, Luxemburg, Monaco, Netherlands, Portugal, Romania, Sweden, Slovenia, Slovak Republic, Turkey	03 076 144.9

SCHEDULE B TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

Trademarks and Trademark Applications

**U.S. Trademark/Service Mark Registrations/Applications**

<u>MARK</u>	<u>REG (or APP.) NO.</u>
Copperweld (stylized)*	1,066,603
Metallon (and Design)*	1,464,432
Shipped on Time with Safety in Mind	1,938,993
Tuff Tracer	2,960,865

\* These two marks have not been used for many years and they will be allowed to expire when they become due for renewal.

**Foreign Trademark/Service Mark Registrations/Applications**

<u>MARK</u>	<u>COUNTRY</u>	<u>REG (or APP.) No.</u>
Aristos Copperweld & Design	Austria	69,157
Copperply	European Union	744045
Copperply	India	
Copperply	Brazil	820608025
Copperweld	Argentina	1,237,222 (renewal No. 1665135)
Copperweld	Argentina	1,513,569
Copperweld	Australia	B203,472
Copperweld	Australia	B203,473
Copperweld	Benelux	95,101
Copperweld	Brazil	1232/0601,711 8
Copperweld	Bulgaria	7826
Copperweld	Canada	TMDA 056868
Copperweld	Chile	499,676
Copperweld	Chile	487,860
Copperweld	Colombia	178,333
Copperweld	Colombia	63,846
Copperweld	Croatia	Z93 1272
Copperweld	El Salvador	14,372
Copperweld	Finland	50,367

<u>MARK</u>	<u>COUNTRY</u>	<u>REG (or APP.) No.</u>
Copperweld	France	1,346,043
Copperweld	Germany	616,935
Copperweld	Germany	886,501
Copperweld	India	B 196,436
Copperweld	India	196,435B
Copperweld	Indonesia	183,216 (renewal No. 345918)
Copperweld	Indonesia	000012719
Copperweld	Italy	475,942 (now 758073)
Copperweld	Japan	1,212,621
Copperweld	Japan	1,743,484
Copperweld	Mexico	132,277
Copperweld	Mexico	54,838
Copperweld	New Zealand	B82,094
Copperweld	New Zealand	B82,093
Copperweld	Norway	71,496
Copperweld	Norway	35,168
Copperweld	Peru	16,322
Copperweld	Peru	093,855
Copperweld	Philippines	13,500
Copperweld	Serbia/Montenegro	20080
Copperweld	Romania	3R6995
Copperweld	Slovenia	7,08 1,047
Copperweld	South Africa	1486/55
Copperweld	South Africa	1185/55/2
Copperweld	South Africa	1185/55/1
Copperweld	Spain	514,104
Copperweld	Spain	514,105
Copperweld	Sweden	126,225
Copperweld	Switzerland	354,606
Copperweld	Taiwan	282,708
Copperweld	United Kingdom	B899,089
Copperweld	United Kingdom	B899,088
Copperweld	Venezuela	19,622
Copperweld	Venezuela	57,400
Copperweld	Bosnia Herzegovina	BAZR96406

SCHEDULE C TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

Copyrights, Registrations and Copyright Rights

U.S. Copyrights

Metallon Process Sheet (Format)
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Metallon Quality Assurance Manual
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SCHEDULE D TO SECURITY  
AGREEMENT - INTELLECTUAL PROPERTY

Liens, Charges and Encumbrances

Pursuant to that certain Membership Interest Purchase Agreement, dated April 28, 2006, among the Company, Parent, Steven E. Levy, Dofasco Tubular Products Corporation and Atlas ABC Corporation, the Company has agreed that it will not use the term "Copperweld", or any derivation thereof, directly or indirectly in connection with any business that competes in North America with the Automotive Business, the Mechanical Business or the Structural Business. "Automotive Business" shall mean the business of Dofasco Tubular Corporation ("Dofasco") or any affiliate of Dofasco as it relates to the automotive business, including the design and manufacture of automotive components (such as automotive fabricated parts) from a tubular steel foundation. "Mechanical Business" shall mean the mechanical tubing business of Dofasco or any affiliate of Dofasco that was formerly owned and operated by Copperweld Corporation, including the design and manufacture of product groups such as drawn-over-mandrel, as-welded tubing, and seamless and stainless tubing. "Structural Business" shall mean the business of Atlas ABC Corporation ("Atlas") or any affiliate of Atlas as it relates to the structural tubing business for the design and manufacture of small and large size structural tube products, including code-formed, electric-welded structural tubing including cold-formed, electric welded structural and mechanical tubings, square, rectangular and round, and shall include products made to the following specifications: ASTM A500 Grade A, B, and C; ASTM A252 Grade II and III; ASTM A513; CSA G40.21 50W and Class H: in size ranges inclusive of all square, rectangular and round tubing, produced with peripheries equal to 1" sq through 16" sq.