

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
Stainless Foundry & Engineering, Inc.		10/16/2007	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Aldine SBIC Fund, L.P.		
Street Address:	30 W. Monroe Street		
Internal Address:	Suite 1310		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0518805	S	
Registration Number:	0293368	ILLIUM	
CORRESPONDENCE DATA			
Fax Number:	(678)553-2693		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678-553-2692		
Email:	withersS@gtlaw.com		
Correspondent Name:	Sarah Withers		
Address Line 1:	3290 Northside Parkway		
Address Line 2:	Suite 400		
Address Line 4:	Atlanta, GEORGIA 30327		
ATTORNEY DOCKET NUMBER:	106411.010100 WITHERS		
NAME OF SUBMITTER:	Sarah Withers		

CH \$65.00 0518805

Signature:	/S Withers/
Date:	10/31/2007
Total Attachments: 9 source=1#page1.tif source=2#page1.tif source=3#page1.tif source=4#page1.tif source=5#page1.tif source=6#page1.tif source=7#page1.tif source=8#page1.tif source=9#page1.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 16, 2007, is made by and between Stainless Foundry & Engineering, Inc., a Wisconsin corporation having a business location at the address set forth below under its signature (the "Debtor"), and Aldine SBIC Fund, L.P., a Delaware limited partnership ("Purchaser" and, together with its successors and assigns, each, a "Holder" and collectively, "Holders"), having a business location at the address set forth below under its signature.

RECITALS:

Debtor, Stainless Foundry & Engineering Acquisition, LLC, a Delaware limited liability company ("Holdings"), SFE Acquisition, Inc., a Delaware corporation ("Parent; Debtor, Parent and Holdings are referred to herein individually as an "Issuer" and collectively as "Issuers"), and Purchaser are parties to a Note and Warrant Purchase and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Note Purchase Agreement") setting forth the terms on which Purchaser will make certain extensions of credit to Debtor, Parent and Holdings.

As a condition to extending credit to Debtor, Parent and Holdings, Purchaser has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Transaction Documents and herein, the parties hereby agree as follows:

1. Definitions All terms defined in the Recitals hereto or in the Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Transaction Document (as defined in the Note Purchase Agreement) which any Issuer may now or at any time hereafter owe to any Holder, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Indebtedness (as defined in the Note Purchase Agreement).

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

“Trademarks” means all of Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof as they relate to Patents and Trademarks and the Holders’ interests therein are hereby incorporated in their entirety by this reference thereto.

3. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants each Holder a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Note Purchase Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

4. Representations, Warranties and Agreements. Debtor represents, warrants and agrees to and in favor of each Holder as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within sixty (60) days provide written notice to each Holder with a replacement Exhibit A, which upon acceptance by Required Holders shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor’s or any Affiliate’s business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Debtor’s or any Affiliate’s business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to each Holder with a

replacement **Exhibit B**, which upon acceptance by Required Holders shall become part of this Agreement.

5. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Required Holders. A waiver signed by Required Holders shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of any Holders' rights or remedies. All rights and remedies of Holders shall be cumulative and may be exercised singularly or concurrently, at Required Holders' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor or any Holder under this Agreement shall be given in the manner and with the effect provided in the Note Purchase Agreement. No Holder shall be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Holders and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Purchaser, and Debtor waives notice of Purchaser's acceptance hereof. Purchaser may execute this Agreement if appropriate for the purpose of filing, but the failure of Purchaser to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to Holders pursuant to this Agreement and the exercise of any right or remedy by Holders hereunder are subject to the provisions of the WF Intercreditor Agreement, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time. In the event of any conflict between the terms of the WF Intercreditor Agreement and this Agreement, the terms of the WF Intercreditor Agreement shall govern.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

STAINLESS FOUNDRY &
ENGINEERING, INC.

By: 
Michael Wilson, Vice President

Stainless Foundry & Engineering, Inc.
c/o Stainless Foundry & Engineering
Acquisition, LLC
980 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attention: Michael Wilson

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC, its General
Partner

By: _____
Michael J. Revord, President

Aldine SBIC Fund, L.P.
c/o Aldine Capital Partners
30 W. Monroe Street
Suite 1310
Chicago, Illinois 60603
Attention: Michael J. Revord

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

STAINLESS FOUNDRY &
ENGINEERING, INC.

By: _____
Michael Wilson, Vice President

Stainless Foundry & Engineering, Inc.
c/o Stainless Foundry & Engineering
Acquisition, LLC
980 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attention: Michael Wilson

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC, its General
Partner

By: _____
Michael J. Revord, President

Aldine SBIC Fund, L.P.
c/o Aldine Capital Partners
30 W. Monroe Street
Suite 1310
Chicago, Illinois 60603
Attention: Michael J. Revord

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003650 FRAME: 0955

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16 day of October, 2007, by Michael Wilson, the Vice President of Stainless Foundry & Engineering, Inc., a Wisconsin corporation, on behalf of the corporation.



Mary Anne Martin
Notary Public
My commission: 5/22/10

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of October, 2007, by Michael J. Revord, President of Aldine SBIC Partners, LLC, the General Partner of Aldine SBIC Fund, L.P., on behalf of the limited partnership.

Notary Public
My commission: _____

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]


STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of October, 2007, by Michael Wilson, the Vice President of Stainless Foundry & Engineering, Inc., a Wisconsin corporation, on behalf of the corporation.

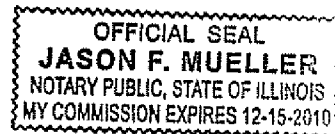
Notary Public
My commission: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16 day of October, 2007, by Michael J. Revord, President of Aldine SBIC Partners, LLC, the General Partner of Aldine SBIC Fund, L.P., on behalf of the limited partnership.



Notary Public
My commission: _____




[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

NONE

EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS

MARK	COUNTRY	REG. NO.	REG. DATE
	US	518,805	12/13/1949
ILLIUM	US	293,368	04/19/1932

FOREIGN TRADEMARKS

MARK	COUNTRY	REG. NO.	REG. DATE
ILLIUM	UK	854843	10/03/1963
ILLIUM	Canada	TMA193,087	08/03/2003
ILLIUM	Australia	262391	10/03/1972
ILLIUM	Switzerland	400702	09/22/1992
ILLIUM	Germany	770821	02/22/1963