

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
Chase Brass and Copper Company, LLC		11/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KPS Capital Finance Management, LLC		
Street Address:	200 Park Avenue		
Internal Address:	58th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	71541917	CHASE	
Serial Number:	71541916	CHASE	
Serial Number:	71272388		
Serial Number:	71272383		
Serial Number:	77022428	BLUE DOT	
Serial Number:	77022452	GREEN DOT	
Serial Number:	77022467		
Serial Number:	77022442		
CORRESPONDENCE DATA			
Fax Number:	(212)492-0340		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212.373.3340		
Email:	alee@paulweiss.com, pharley@paulweiss.com		

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TRADEMARK
 REEL: 003667 FRAME: 0508

Correspondent Name: Patricia A. Harley
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 12598-066

NAME OF SUBMITTER: Patricia A. Harley

Signature: /patriciaharley/

Date: 11/27/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of November 19, 2007, by CHASE BRASS AND COPPER COMPANY, LLC, a Delaware limited liability company (the "Grantor"), in favor of KPS CAPITAL FINANCE MANAGEMENT, LLC, a Delaware limited liability company, in its capacity as agent pursuant to the Term Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Term Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor, Global Brass and Copper, Inc., a Delaware corporation ("Global Brass"), Global Metals, LLC, a Delaware limited liability company ("Global Metals"), Chase Brass, LLC, a Delaware limited liability company ("Chase Brass") and A.J. Oster, LLC, a Delaware limited liability company ("AJ Oster", and together with Grantor, Global Brass, Global Metals and Chase Brass, each a "Borrower" and collectively "Borrowers") as set forth in the Term Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Borrowers and certain affiliates of Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Term Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Term Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements").

WHEREAS, under the terms of the Term Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Term Loan Agreement and, in the event of an inconsistency among them, the Term Loan Agreement shall control over this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Loan Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(c) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(e) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

provided, that, notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any trademark or servicemark applications that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Grantor to Agent, for itself and the benefit of the other Secured Parties, hereunder.

SECTION 3. TERM LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Term Loan Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Loan Agreement, the provisions of the Term Loan Agreement shall control.

SECTION 4. APPLICABLE LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHASE BRASS AND COPPER
COMPANY, LLC

By: 

Name: John Walker

Title: Chief Executive Officer

[Signature Page to Term Loan Trademark Security Agreement - CB&C]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York }

ss.

On this 19th day of November, 2007 before me personally appeared John Walker, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHASE BRASS AND COPPER COMPANY, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its managers/members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Brooke Spiegel
Notary Public

{seal}


BROOKE SPIEGEL
Notary Public, State of New York
No. 01SP4954267
Qualified in New York County
Commission Expires Aug. 7, 2009

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Term Loan Trademark Security Agreement - CB&C]

Accepted and Agreed:

KPS CAPITAL FINANCE MANAGEMENT, LLC
as Agent

By: 
Name: _____
Title: _____

[Signature Page to Term Loan Trademark Security Agreement - CB&C]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

LIST OF UNITED STATES TRADEMARKS
AND TRADEMARK APPLICATIONS

Issued U.S. Trademark Registrations

Mark	Country	Status	App No	Filing Date	Reg Date	Reg No
CHASE	United States	Registered	71/541917	November 21, 1947	July 19, 1949	512436
CHASE	United States	Registered	71/541916	November 21, 47	January 18, 1949	505789
MISCELLANEOUS DESIGN (CHASE BRASS LOGO)	United States	Registered	71/272388	September 14, 1928	June 18, 1929	257679
MISCELLANEOUS DESIGN (CHASE BRASS LOGO)	United States	Registered	71/272383	September 14, 1928	June 18, 1928	257783
BLUE DOT	United States	Registered	77/022428	October 17, 1906	August 14, 2007	3278690

Pending U.S. Trademark Applications

Mark	Country	Status	App No	Filing Date
GREEN DOT	United States	Filed	77/022452	October 17, 2006
MISCELLANEOUS DESIGN (GREEN DOT)	United States	Filed	77/022467	October 17, 2006
MISCELLANEOUS DESIGN (BLUE DOT)	United States	Filed	77/022442	October 17, 06