

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
O'Neal Non-Ferrous Metals, LLC		02/19/2008	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
Internal Address:	12th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2280534	THE STAINLESS PLACE INC.
Serial Number:	77287390	THE STAINLESS PLACE INC.
Serial Number:	77287387	THE STAINLESS PLACE INC.
Registration Number:	2492692	TAD
Registration Number:	2577872	TAD
Registration Number:	2842106	TAD

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4284
 Email: tramstrom@hunton.com
 Correspondent Name: Todd Ramstrom
 Address Line 1: 600 Peachtree Street, NE Ste. 4100
 Address Line 4: Atlanta, GEORGIA 30308

TRADEMARK

OP \$165.00 2280534

NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/Elizabeth A. Mullican, Esq./
Date:	02/29/2008
Total Attachments: 5 source=Security#page1.tif source=Security#page2.tif source=Security#page3.tif source=Security#page4.tif source=Security#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2008, by O'NEAL NON-FERROUS METALS, LLC, an Alabama limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, O'Neal Steel, Inc. ("O'Neal"), the other Borrowers signatory thereto, the other Credit Parties signatory thereto, Agent and the other Lenders signatory thereto from time to time, are party to that certain Third Amended and Restated Credit Agreement, dated as of September 14, 2007 (together with all amendments, joinders and other modifications previously made and hereafter made thereto, the "Credit Agreement");

WHEREAS, O'Neal has acquired one hundred percent (100%) of the issued and outstanding capital stock of Grantor, in a transaction to which Agent has consented pursuant to the Credit Agreement;

WHEREAS, as a condition to such consent, Grantor is required to join and become obligated to Agent and Lenders under the terms of the Credit Agreement, the Security Agreement, and the other Loan Documents, as a Borrower and a Credit Party; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises 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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

O'NEAL NON-FERROUS METALS, LLC,
as Grantor

By: O'Neal Steel, Inc., its member

By: *Mary Valenta*
Mary Valenta
Executive Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)
) ss.
COUNTY OF Jefferson)

On this 15th day of February, 2008, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of O'Neal Non-Ferrous Metals, LLC, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Christina C. Pessall
Notary Public
My Commission Expires January 7, 2011

[Notarial Seal]



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Matthew N. McAlpine
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

<u>Mark</u>	<u>Serial Number/ Registration No.</u>	<u>Filing Date/ Registration Date</u>
The Stainless Place, Inc.	2280534	09/28/1999
The Stainless Place Inc.	77287390	09/24/2007
The Stainless Place Inc.	77287387	09/24/2007
TAD	2492692	09/25/2001
TAD	2577872	06/11/2002
TAD	2842106	05/18/2004