

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Existing Agent	FORMERLY Bankers Trust Company	06/29/2004	Banking Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Metal Management, Inc.
<b>Street Address:</b>	325 N. LaSalle Street
<b>Internal Address:</b>	Suite 550
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60610
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0940319	S & B I
Registration Number:	1203357	PRIDE IN PERFORMANCE
Registration Number:	1231636	ST-2001
Registration Number:	1385903	NIMCO
Registration Number:	1417178	BEAUTIFUL TITANIUM
Registration Number:	1685990	COZZI
Registration Number:	1717450	COMETCO
Registration Number:	1688329	SPECTRA STAR
Registration Number:	1676547	NIMCO
Registration Number:	1783220	TI-HEARTH
Registration Number:	2121509	SUISTUB
Registration Number:	2651146	METAL MANAGEMENT
Registration Number:	2570931	MM

CH \$340.00 0940319

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-572-4691  
Email: jhannon@kslaw.com  
Correspondent Name: James M. Hannon  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP - 34th Floor  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09177.019003
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	03/13/2008

Total Attachments: 8  
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June 29, 2004

**METAL MANAGEMENT, INC. ,**  
as Funds Administrator  
500 North Dearborn Street  
Chicago, Illinois 60610  
Attention: Robert C. Larry, Chief Financial Officer

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of August 13, 2003, as amended (the "Existing Credit Agreement") among Metal Management, Inc., a Delaware corporation (in its individual capacity, "MTLM") and each of the corporations and other entities signatories thereto as borrowers thereunder (MTLM and each of such corporations and other entities being hereinafter referred to individually as a "Borrower" and collectively as "Borrowers"), MTLM, acting in its capacity as borrowing agent and funds administrator for Borrowers (MTLM, in such capacity, being hereinafter referred to as "Funds Administrator"), Deutsche Bank Trust Company Americas, a New York banking corporation, formerly known as Bankers Trust Company (in its individual capacity, "DBTCo"), and certain other financial institutions parties thereto as lenders thereunder (DBTCo and such other financial institutions being hereinafter referred to individually as a "Lender" and collectively as "Lenders"), including, without limitation, DBTCo, acting in its capacity as the "Issuing Bank" under the Existing Credit Agreement (DBTCo, in such capacity, being hereinafter referred to as "Issuing Bank"), and DBTCo, acting in its capacity as agent (DBTCo, in such capacity, being hereinafter referred to as "Existing Agent") for Lenders (Existing Agent, Lenders and Issuing Bank being hereinafter referred to individually as an "Existing Lender Party" and collectively as the "Existing Lender Parties").

Borrowers have advised Existing Agent that LaSalle Bank National Association, acting in its capacity as agent (in such capacity, the "Refinancing Agent"), for itself and certain other financial institutions, will be engaging in a certain financing of Borrowers, which financing will be secured by liens on and security interests in substantially all of the real and personal property of Borrowers.

Metal Management, Inc., as  
as Funds Administrator

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Borrowers have further advised Existing Agent that, in connection with such secured financing, a portion of the proceeds thereof will be used to repay in full the indebtedness and other obligations of Borrowers to Existing Lender Parties under the Existing Credit Agreement and the agreements, documents and instruments executed and delivered pursuant thereto (collectively, the "Existing Credit Documents"), other than (a) the obligations of Borrowers under indemnification and expense reimbursement provisions of the Existing Credit Documents (collectively, the "Contingent Obligations") which by their terms survive termination of the Existing Credit Documents (and, by their execution hereof, each Borrower hereby acknowledges, confirms and reaffirms such survival), and (b) reimbursement obligations of Borrowers (collectively, the "LC Reimbursement Obligations") in respect of each of the standby letters of credit (the "Existing Letters of Credit") described on Exhibit A hereto. As of June 29, 2004 (the "Repayment Date"), except for the Contingent Obligations and the LC Reimbursement Obligations, the indebtedness and other obligations of Borrowers to Existing Lender Parties under the Existing Credit Agreement and the other Existing Credit Documents, including all accrued interest, fees and expenses, if any, payable with respect thereto, is [REDACTED] "Loan Repayment Amount", consisting of (i) [REDACTED] in respect of principal, (ii) [REDACTED] in respect of interest and (iii) [REDACTED] in respect of fees and expenses.

Payment of the Loan Repayment Amount should be made to Existing Agent not later than 12:00 noon, New York time, on June 29, 2004, by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

Deutsche Bank Trust Company Americas  
ABA Routing Number: [REDACTED]  
Account Number: [REDACTED]  
Reference: Commercial Loan Division (Metal Management, Inc.)  
Attention: Lianne Jaworski

In consideration of receipt by Existing Agent of (a) the Loan Repayment Amount on the Repayment Date as provided herein above, and (b) a standby letter of credit with respect to the Letters of Credit (the "Standby Letter of Credit") in the original face amount of [REDACTED] in substantially the form of Exhibit B attached hereto, issued by LaSalle Bank National Association for the benefit of Existing Agent, Existing Agent hereby:

(i) acknowledges and agrees that payment of the Loan Repayment Amount on the Repayment Date as provided herein above will constitute payment in full of all of the indebtedness and other obligations of Borrowers to the Existing Lender Parties under the Existing Credit Agreement and the other Existing Credit Documents, other than the Contingent Obligations and LC Reimbursement Obligations; and

(ii) agrees that, upon such receipt by Existing Agent of the Loan Repayment Amount and the Standby Letter of Credit:

(A) all security interests and liens (including, without limitation, liens granted pursuant to mortgages and deeds of trust) which any Borrower may have granted to Existing Agent in, on or against such Borrower's property or assets, as the case may be, shall be automatically released and terminated and all of the Existing Credit Documents (and the Aggregate Commitments of the Existing Lender Parties thereunder) shall automatically terminate and, in the case of the Aggregate Commitments, be reduced automatically to zero; provided, that, nothing herein is intended or shall be deemed or construed to terminate (x) the Contingent Obligations, all of which shall continue after the Repayment Date on an unsecured basis, or (y) claims that arise because any Existing Lender Party is required by a court or similar body for any reason to disgorge any amounts paid over to such Existing Lender Party by, or on behalf of, any Borrower;

(B) at the request of Refinancing Agent and the expense of Borrowers, Existing Agent shall deliver and release to or at the direction of Refinancing Agent, the following, in each case, duly executed by Existing Agent: (x) mortgage and deed of trust releases pertaining to the respective real property mortgages and/or deeds of trust executed by any Borrower in favor of Existing Agent, and (y) release and reassignments pertaining to the intellectual property security agreements executed by any Borrower in favor of Existing Agent; and

(C) Borrowers shall be authorized to file termination statements with respect to all Uniform Commercial Code financing statements filed by or for the benefit of Existing Agent against any Borrower.

With respect to the Standby Letter of Credit, the Borrowers shall, within ninety (90) days of the date on which the Loan Repayment Amount is received by the Existing Agent, cause the Existing Letters of Credit to be returned to the Existing Agent for cancellation. Upon cancellation of the Existing Letters of Credit, the Agent shall return the Standby Letter of Credit to the issuer thereof for cancellation. In the event the Borrowers shall fail to return such Existing Letters of Credit in accordance with this provision, the Existing Agent shall be entitled to draw on the Standby Letter of Credit and the proceeds thereof shall be held by Existing Agent as collateral security for the Borrowers' LC Reimbursement Obligations. The Agent may at any time apply any or all of such cash and cash collateral to the payment of any or all of Borrowers' obligations in respect of the Existing Letters of Credit.

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon release by the Existing Lender Parties of their liens on and security interests in the property and assets of Borrowers, and the termination of the Existing Credit Documents, in each case pursuant to the terms hereof, each Borrower hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges each of the Existing Lender Parties and their respective affiliates from any and all claims, actions,

Metal Management, Inc., as  
as Funds Administrator

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causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the respective Borrowers with the Existing Lender Parties under or in connection with the Existing Credit Agreement or any of the other Existing Credit Documents.

At the expense of Borrowers, the Existing Agent further agrees to deliver or cause to be delivered to the Refinancing Agent: (a) each original promissory note (and with respect to promissory notes issued to the Existing Lender Parties, marked "cancelled"), stock certificate and other instrument (or affidavits of loss with respect thereto) previously delivered by any Borrower to Existing Agent or any of the other Existing Lender Parties pursuant to the Existing Credit Documents, and (b) such other terminations, authorizations to terminate and releases, in each case in form and substance reasonably satisfactory to Existing Agent and Refinancing Agent, as Refinancing Agent may reasonably request to authorize, evidence and/or effect the termination and release by Existing Agent of all security interests and liens granted to Existing Agent pursuant to the Existing Credit Documents in the property and assets of the respective Credit Parties.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

Metal Management, Inc.

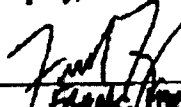
Page 5

This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

This letter agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed by, and construed in accordance with, the internal laws and decisions of the State of New York.

Very truly yours,

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**, formerly known as Bankers  
Trust Company, as Existing Agent

By:   
Name: Frank [unclear]  
Title: Director

**ACKNOWLEDGED AND AGREED**

As of June \_\_, 2004

**METAL MANAGEMENT, INC.,**  
in its respective capacities as Funds  
Administrator and a Borrower

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Metal Management, Inc.

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This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

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Very truly yours,

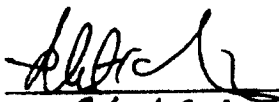
**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, formerly known as Bankers  
Trust Company, as Existing Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED**

As of June \_\_, 2004

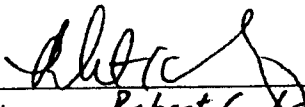
**METAL MANAGEMENT, INC.,**  
in its respective capacities as Funds  
Administrator and a Borrower

By:   
Name: Robert C. Lacey  
Title: VP & CFO



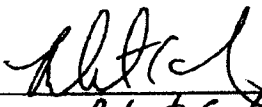
**ADDITIONAL BORROWERS:**

**CIM TRUCKING, INC.  
MAC LEOD METALS CO.  
MTLM ARIZONA, INC.  
METAL MANAGEMENT AEROSPACE, INC.  
METAL MANAGEMENT ALABAMA, INC.  
METAL MANAGEMENT ARIZONA, L.L.C.  
METAL MANAGEMENT CONNECTICUT, INC.  
METAL MANAGEMENT INDIANA, INC.  
METAL MANAGEMENT GULF COAST, INC.  
METAL MANAGEMENT MEMPHIS, L.L.C.  
METAL MANAGEMENT MIDWEST, INC.  
METAL MANAGEMENT MISSISSIPPI, L.L.C.  
METAL MANAGEMENT NEW HAVEN, INC.  
METAL MANAGEMENT NORTHEAST, INC.  
METAL MANAGEMENT OHIO, INC.  
METAL MANAGEMENT PITTSBURGH, INC.  
METAL MANAGEMENT REALTY, INC.  
METAL MANAGEMENT SERVICES, INC.  
METAL MANAGEMENT STAINLESS & ALLOY, INC.  
METAL MANAGEMENT WEST, INC.  
METAL MANAGEMENT WEST COAST HOLDINGS, INC.  
METAL MANAGEMENT S&A HOLDINGS, INC.  
PROLER SOUTHWEST INC.**

By:   
Name: Robert C. Barry  
Title: VP

**RESERVE IRON & METAL LIMITED PARTNERSHIP**

By: **METAL MANAGEMENT OHIO, INC.,**  
its general partner

By:   
Name: Robert C. Barry  
Title: VP

**SCHEDULE OF IP TO BE RELEASED****PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Filing Date</b>
Separation of Normally Hydrophobic Plastic Materials by Froth Flotation	5,377,844	1/3/1995	5/10/1993
Automobile Shredder Residue (ASR) Separation and Recycling System	5,443,157	8/22/1995	3/31/1994

**TRADEMARKS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Filing Date</b>
S & B I	940,319	8/8/1972	4/2/1971
PRIDE IN PERFORMANCE	1,203,357	8/3/1982	1/28/1980
ST-2001	1,231,636	3/22/1983	12/16/1981
NIMCO	1,385,903	3/11/1986	7/11/1983
BEAUTIFUL TITANIUM	1,417,178	11/18/1986	12/16/1985
COZZI	1,685,990	5/12/1992	5/29/1990
COMETCO	1,717,450	9/22/1992	5/29/1990
SPECTRA STAR	1,688,329	5/19/1992	6/11/1990
NIMCO	1,676,547	2/25/1992	8/9/1990
TI-HEARTH	1,783,220	7/20/1993	6/3/1992
SUISTUB	2,121,509	12/16/1997	12/3/1996
METAL MANAGEMENT	2,651,146	11/19/2002	7/27/2000
MM	2,570,931	5/21/2002	7/27/2000