

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
Firth Rixson Limited		12/20/2007	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lehman Brothers International (Europe), as senior security agent		
Street Address:	25 Bank Street		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Unlimited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2831039	FIRTH RIXSON	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-596-9000		
Email:	tmfilings@fishneave.com		
Correspondent Name:	Adam J. Reiss, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 2:	38th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	104673-0002 SEC 2831039		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam J. Reiss

Signature:

/Adam J. Reiss/

Date:

03/18/2008

Total Attachments: 5

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**Assignment of Security Interest
in United States Trademark**

December 20, 2007

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FIRTH RIXSON LIMITED, a United Kingdom limited liability company (the "Assignor"), having its chief executive office at Firth House, P.O. Box 644, Meadowhall Road, Sheffield, United Kingdom, pursuant to, and in conjunction with, clause 5.3 of the Debenture entered into between the Assignee (as defined below) and certain other parties dated as of December 17, 2007, as amended, modified or supplemented from time to time (the "Debenture"), hereby grants and assigns to LEHMAN BROTHERS INTERNATIONAL (EUROPE), as senior security agent, (the "Assignee"), with offices at 25 Bank Street, London, United Kingdom, a security interest in all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each United States Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration and Trademark application referred to in Schedule A hereto; and

(ii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto.

If the Assignor shall obtain rights to any new Trademarks, the provisions of this Assignment (the "Assignment") shall automatically apply thereto. The Assignor shall give prompt notice in writing to Assignee with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Assignor's obligations, Assignor hereby authorizes Assignee unilaterally to modify this Assignment by amending Schedule A to include any new Trademark rights of the Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend Schedule A shall in any way affect, invalidate or detract from Assignee's continuing security interest in all Trademarks, whether or not listed on Schedule A.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Debenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Debenture, the provisions of the Debenture shall govern. Capitalized terms defined in this Assignment and not otherwise defined in this Assignment have the meanings set forth on Schedule B.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

FIRTH RIXSON LIMITED, as Assignor

By: 
Name: Peter Bland
Title: Director

LEHMAN BROTHERS INTERNATIONAL
(EUROPE), as senior security agent, as Assignee

By: _____
Name:
Title:

Signature Page to Assignment of Security Interest in Trademark

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TRADEMARK
REEL: 003742 FRAME: 0667

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

FIRTH RIXSON LIMITED, as Assignor

By: _____
Name:
Title:

LEHMAN BROTHERS INTERNATIONAL
(EUROPE) as senior security agent, as Assignee

By: _____
Name: *RODOLPH JAVENS*
Title: *AUTHORIZED SIGNATORY*

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Schedule A to Assignment of Security Interest in Trademark

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2831039	United States	April 13, 2004	Firth Rixson

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
		None	

Schedule B to Assignment of Security Interest in Trademark

DEFINITIONS

Obligor: “Trademark” means with respect to each Obligor, any of the following owned by such

(i) the United States and foreign trademarks of the Assignor and any renewals thereof;

(ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, along with all prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(iii) the goodwill of the business symbolized thereby or associated with each of the foregoing;

(iv) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof;

(v) all reissues, extensions and renewals thereof;

(vi) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing;

(vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Trademark Licenses in connection therewith; and

(viii) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise.

“Trademark License” means any agreement now or hereafter in existence granting to any Obligor any right, whether exclusive or non-exclusive, to use another Person’s trademarks or trademark applications, or pursuant to which any Obligor has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Trademark, whether or not registered, including, without limitation, the Trademark Licenses of the Assignor and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by any Obligor and now or hereafter covered by such license agreements.