

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 Haynes International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____
 Citizenship (see guidelines) Delaware
 Execution Date(s) 01/21/2009
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No
 Name: Wachovia Capital Finance Corporation (Central), as Agent,
f/k/a Congress Financial Corporation (Central), as Agent
 Internal
 Address: Suite 2200
 Street Address: 150 South Wacker Drive
 City: Chicago
 State: Illinois
 Country: USA Zip: 60606

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Amendment No. 1 to Amended and Restated Trademark Security Agreement dated 8/31/04 and Trademark Security Agreement dated 4/12/04, recorded by the USPTO on 5/5/04 at Reel/Frame 3144/0650

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Illinois
 Other Citizenship
 If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s) 77/456,053 - 77/337,736 - 77/337,746 - 77/191,828

B. Trademark Registration No.(s) 3,427,888 - 3,463,578
 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
 Name: Susan O'Brien
 Internal Address: UCC Direct Services
 Street Address: 187 Wolf Road Suite 101
 City: Albany
 State: NY Zip: 12205
 Phone Number: 800-342-3678
 Fax Number: _____
 Email Address: susan.obrien@wvritersklower.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers 5183
 Expiration Date 11/09
 b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature: _____
 Signature
Susan O'Brien
 Name of Person Signing

1/23/09
 Date
 Total number of pages including cover sheet, attachments, and document. 4

OP \$165.00 77456053

[Execution]

AMENDMENT NO. 1 TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDMENT NO.1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of January 21, 2009, by and between HAYNES INTERNATIONAL, INC., a Delaware corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), formerly known as Congress Financial Corporation (Central), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Amended and Restated Trademark Security Agreement, dated August 31, 2004 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and the Trademark Security Agreement, dated April 12, 2004 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on May 5, 2004 at Reel/Frame 3144/0650;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

HAYNES INTERNATIONAL, INC.

By: 

Title: Vice President, Finance, CFO

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

HAYNES INTERNATIONAL, INC.

By: _____

Title: _____

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

By: *[Signature]*

Title: *Director*

EXHIBIT A
TO
AMENDMENT NO. 1 TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY / REGISTRATION NUMBER	DATE OF REGISTRATION/FILING
HYBRID-BC1	AU / 1,207,174	10/26/2007
NS-163	AU / 1,200,281	9/20/2007
HYBRID-BC1	MX / 1,033,647	3/31/2008
HYBRID-BC1	MX / 1,033,648	3/31/2008
HYBRID-BC1	US / 3,427,888	5/13/2008
NS-163	US / 3,463,579	7/8/2008

TRADEMARK APPLICATION	COUNTRY / APPLICATION/ SERIAL NUMBER	APPLICATION DATE
HR-224	CA / 1,392,575	4/24/2008
HYBRID-BC1	CA / 1,370,758	11/06/2007
NS-163	CA / 1,363,630	9/14/2007
HASTPAK	EU / 7,221,294	9/9/2008
HR-224	EU / 6,831,648	4/15/2008
HYBRID-BC1	EU / 6,407,191	10/31/2007
NS-163	EU / 6,283,584	9/17/2007
HYBRID-BC1	KR / 40-2007-0057166	11/7/2007
NS-163	KR / 40-2007-0050618	10/1/2007
NS-163	MX / 891,528	10/24/2007
HASTPAK	US / 77/496,053	4/23/2008
HR-224	US / 77/337,736	11/27/2007
HR-224	US / 77/337,746	11/27/2007
HYBRID-BC1	US / 77/191,828	5/29/2007