TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assuption (of Security Interest)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIT Group/Commercial Services, Inc.		07/31/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 East Wisconsin Avenue, Suite 1400
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1066603	COPPERWELD
Registration Number:	1464432	METALLON
Registration Number:	1938993	SHIPPED ON TIME WITH SAFETY IN MIND
Registration Number:	2960865	TUFF TRACER

CH $115.00 1066603

CORRESPONDENCE DATA

Fax Number: (414)273-5198
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414-273-3500
Email: bgilpin@gklaw.com
Correspondent Name: Brian G. Gilpin
Address Line 1: 780 North Water Street
Address Line 2: Godfrey & Kahn, S.C.
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	008988-0220

NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/bgg/
Date:	04/29/2009

Total Attachments: 7
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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Financing Agreement identified below (the "Financing Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Financing Agreement, as of the Effective Date set forth below (i) all of the Assignor's rights and obligations under the Financing Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including, without limitation, the obligation to arrange for the issuance of letters of credit or similar agreements included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor against any Person (collectively, "Claims"), whether known or unknown, arising under or in connection with the Financing Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above, except for any Claims with respect to or arising from matters that occurred before the Effective Date pursuant to the Financing Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: The CIT Group/Commercial Services, Inc.

2. Assignee: Wells Fargo Bank, National Association

3. Financing Agreement: FINANCING AGREEMENT dated as of April 5, 2007, between THE CIT GROUP/COMMERCIAL SERVICES, INC. as Lender and COPPERWELD BIMETALLICS LLC as Borrower (as amended, modified, restated or supplemented from time to time.

4. Assigned Interest:

Assignor	Assignee	Facility Assigned	Percentage Assigned of Commitment/ Loans
The CIT Group/Commercial Services, Inc.	Wells Fargo Bank, N.A.	$12,800,000 Revolver (Prime)	100%

Effective Date: July 31, 2008

[Remainder of page intentionally left blank.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: _____

Name:

Title: Francisco Torrado
Authorized Signatory

ASSIGNEE

WELLS FARGO BANK, NATIONAL ASSOCIATION acting through its Wells Fargo Business Credit operating division

By: _____, SOP

Brian F. Fitzpatrick, Senior Credit Manager

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ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor Representations and Warranties. The Assignor represents and warrants as of the Effective Date that (a) it is the legal and beneficial owner of the Assigned Interest, (b) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (c) all information provided by the Assignor to the Assignee regarding the loans set forth in the Financing Agreement is, to the Assignor's actual knowledge, true, accurate and complete in all material respects, (d) no material collateral securing the loans set forth in the Financing Agreement has been released as security, except as disclosed to the Assignee by the Assignor in writing or as otherwise reflected in the Financing Agreement or files related thereto (for purposes of this Section 1.1(d), "material collateral" is one or more items of collateral that, at the time of their release, have a market value, when aggregated, that is in excess of 1.0% of the face amount of the Assignor's maximum commitment with respect to the loans set forth in the Financing Agreement), (e) the Assignor is not a party to any intercreditor, subordination or other similar agreement with respect to the loans set forth in the Financing Agreement that would have a material adverse effect with respect to the enforceability of the Financing Agreement, except as otherwise reflected in the Financing Agreement or related files, (f) except as disclosed in the Financing Agreement and related files or as such information is otherwise available to the Assignee through tax, judgment and lien searches, the loans set forth in the Financing Agreement are not delinquent, beyond any grace period set forth therein, with respect to the payment of principal, interest or any fees or other amounts payable to the Assignor, except as would not have a material adverse effect on the indebtedness of the Borrower thereunder taken as a whole, (g) except as disclosed in the Financing Agreement and related files or as such information is otherwise available to the Assignee through tax, judgment and lien searches, no direct or indirect obligor under the Financing Agreement has asserted in writing to the Assignor that any loan set forth in the Financing Agreement is subject to any right of rescission, set-off, counterclaim or defense, including any defense of usury, and (h) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby;

1.2. Limitations on Assignor's Representations and Warranties.

(a) The Assignor assumes no responsibility and makes no representations and warranties with respect to (i) any statements, warranties or representations made in or in connection with the Financing Agreement or any other document related thereto, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Financing Agreement or any other document related thereto or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any the Financing Agreement or any other document related thereto, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any the Financing Agreement or any

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other document related thereto.

(b) Except as may be expressly represented or warranted in the Assignment and Assumption or this Annex 1, the Assignor does not make any representation or warranty whatsoever with regard to the Financing Agreement or any loans related thereto or any other matter or thing. Notwithstanding anything to the contrary in this Agreement, including anything elsewhere in the Assignment and Assumption and this Annex 1, the Assignor does not make any representations or warranties, and expressly disclaims all representations and warranties, relating to, among others: (i) the creditworthiness, solvency or financial ability of any borrower, obligor, guarantor, pledgor, letter of credit issuer, or insurer, to pay or to perform any of its liabilities or obligations with respect to the Financing Agreement or any loans related thereto, (ii) the financial performance or collectibility of the Financing Agreement or any loans related thereto, (iii) the existence, quality, quantity, location or value of or title to any collateral securing the Financing Agreement or any loans related thereto, (iv) the accuracy or completeness of any representations or warranties in the Financing Agreement or any other third party agreement securing any of the loans set forth in the Financing Agreement, (v) the conclusions or analyses contained in any of the files relating to the Financing Agreement or any loans related thereto, (vi) the priority of any lien granted or purported to be granted with respect to the Financing Agreement or any loans related thereto, and (vii) except to the limited extent expressly provided in Section 1.1, the existence or absence of any defaults by any obligor or any other person under the Financing Agreement.

1.3. Assignee Representations and Warranties. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Financing Agreement, (ii) from and after the Effective Date, it shall be bound by the provisions of the Financing Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (iv) it has received a copy of the Financing Agreement, and has received such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (v) it has, independently and without reliance upon the Assignor and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest; and (b) agrees that (i) it will, independently and without reliance upon the Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Financing Agreement or any other document related thereto, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Financing Agreement or any other document related thereto are required to be performed by it as a Lender.

2. Payments. As of the Effective Date, the Assignor shall be entitled to all amounts in respect to the Assigned Interest which have accrued to but excluding the Effective Date and to the Assignee for amounts in respect to the Assigned Interest which have accrued from and after the Effective Date. Assignor and Assignee shall reasonably cooperate with each

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other to ensure that the Borrower is properly notified through a written notice executed by both the Assignor and the Assignee and informed of the transactions contemplated hereby and any and all payments and correspondence in respect to the Assigned Interest (including payments of principal, interest, fees and other amounts) as of the Effective Date shall be sent to the Assignee at the address and contact information provided to by the Assignor and/or the Assignee to the Borrower. In the event any principal, interest, fees, costs, expenses and other amounts, including, but not limited to, legal fees and related costs and expenses: (i) are due and payable or arose before the Effective Date, (ii) are required to be paid to the Assignor by the Borrower under the Financing Agreement and (iii) have not been paid to the Assignor, the Assignee shall ensure that the Borrower is properly notified and informed of such amounts and that such amounts must be paid directly to the Assignor. In the event the Borrower fails to pay such amounts to the Assignor within a reasonable period of time following the Borrower's receipt of notice, then, upon the Assignor's demand, the Assignee shall promptly pay such amounts to the Assignor. In the event the Assignor or the Assignee receives any correspondence from the Borrower that is due to the other party, the receiving party shall notify the other party as promptly as possible thereafter and forward such correspondence to the other party.

3. Actions Taken by Assignee upon Effectiveness of Assignment and Assumption. The Assignor hereby authorizes the Assignee at the Assignee's sole cost to: (i) assign or terminate all existing Uniform Commercial Code financing statements or other filings in which the Assignor is the secured party and the Borrower is the debtor in connection with the Financing Agreement in any jurisdiction necessary and (ii) execute such other agreements or take such other action as the Assignee may reasonably require in connection with the assignment of the Assigned Interest.

4. Collections. The obligations of the Assignor are expressly conditioned upon the acknowledgment and agreement by the Assignee that:

(a) The Assignor may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to the Assignor by the Borrower or the Borrower's account debtors pursuant to the provisions of the Financing Agreement and deposited by the Assignor for collection, the amount of which checks and similar instruments have nevertheless been credited to the Borrower. Therefore, the Assignee does hereby agree to indemnify the Assignor against any losses which the Assignor may suffer or incur from the failure on the part of the Assignor to collect the full amount of customer's or other checks previously received by the Assignor and credited to the account of the Borrower, provided that written notice of any such losses shall be given by the Assignor to the Assignee before ninety (90) days from the Effective Date; and

(b) In the event that after the Effective Date the Assignor shall receive any collections of the Borrower's accounts receivable or other funds belonging to the Borrower, the Assignor shall remit such funds to Assignee for the account of the Borrower on the business day following the business day that the funds were received, for the first eight weeks following the Effective Date, and from time to time thereafter, less any amounts referred to in paragraph 4(a) above and all bank wire charges incurred by the Assignor in making remittances pursuant to this Assignment and Assumption. In the event that after making any such remittances such funds are sought to be recovered by the payor or a representative thereof (including a trustee in bankruptcy

or assignee for the benefit of creditors) on the grounds of preference, then the Assignor shall promptly so advise the Assignee in writing. Following such written notice, the Assignee shall have the exclusive right and obligation, at its sole cost and expense, to contest, defend, or settle such claim. The Assignee shall indemnify and hold harmless the Assignor from any loss or expense arising out of or on account of such claim. In addition, the Assignee shall also indemnify and hold harmless the Assignor for any loss or expense arising as a result of any non-payment, claim, refund or dishonor or any checks received by the Assignor on or after the Effective Date, the proceeds of which were remitted to the Assignee.

5. General Provision. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or portable document format (PDF) transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

6. Letter of Credit. In lieu of paying cash to replace any of the Assignor's letters of credit required under the Financing Agreement (the "Assignor's L/C's"), Assignee shall issue back-up letters of credit that shall (i) be in an amount equal to the Assignor's L/C's, (ii) be on the same terms and conditions of the Assignor's L/C's, and (iii) indemnify, reimburse and hold harmless the Assignor for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature that may be imposed on, asserted against or incurred by the Assignor in connection with or in any way related to or arising out of Assignor's L/C's.