

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest Agreement Recorded at Reel/Frame 3742/0664 on 3/18/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Brothers International (Europe)		06/16/2009	Unlimited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank plc		
Street Address:	10 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7AE		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2831039	FIRTH RIXSON	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2841		
	<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		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	104940-0004		
DOMESTIC REPRESENTATIVE			
Name:	Adam J. Reiss		

CH \$40.00 2831039

900137691

**TRADEMARK
 REEL: 004015 FRAME: 0536**

Address Line 1: Ropes & Gray LLP
Address Line 2: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036-8704

NAME OF SUBMITTER:	Adam J. Reiss
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Signature:	/Adam J. Reiss/
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Date:	07/01/2009
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Total Attachments: 6

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

This ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (this "Assignment"), dated as of June 16, 2009, is entered into among Lehman Brothers International (Europe) (In Administration) (the "Original Assignee"), Firth Rixson Limited (the "Assignor") and Lloyds TSB Bank plc (the "New Assignee"). Terms not otherwise defined herein shall have the meanings ascribed to them in the Substitution Deed.

RECITALS

WHEREAS, the Original Assignee and the Assignor entered into an Assignment of Security Interest in United States Trademark dated as of December 20, 2007 (the "Original Assignment"), pursuant to which the Assignor granted to the Original Assignee a security interest in all of the Assignor's right, title and interest in, to and under the following, whether then existing or thereafter arising or acquired:

(i) each United States registered trademark or service mark and applications thereof, including the registered trademark referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark or service mark;

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

(iii) 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 licenses in connection therewith (clauses (i), (ii) and (iii) hereof collectively, the "Trademark Collateral"); and

WHEREAS, the Original Assignee, the New Assignee and FR Acquisition Holding Corporation (Luxembourg), S.a.r.l. (on behalf of the Assignor) entered into that certain Security Agent Appointment and Resignation Deed dated as of June 16, 2009 (the "Substitution Deed"), pursuant to which, upon the Effective Date, the Original Assignee has assigned and transferred all of its rights, entitlement, obligations and liabilities under the Transaction Security Documents and the Intercreditor Deed, including the Original Assignment, to the New Assignee; and

WHEREAS, the Original Assignee, the New Assignee and the Assignor wish to enter this Assignment to reflect the assignment and transfer of the Original Assignment from the Original Assignee to the New Assignee.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

AGREEMENT

The Original Assignee hereby grants and assigns to the New Assignee, its security interest in all of the Assignor's right, title and interest in, to and under the Trademark Collateral. All

of the Original Assignee's rights and interests to the Trademark Collateral under the Original Assignment are hereby forever released and shall cease to exist.

In accordance with Article 2 of the Substitution Deed, Assignor acknowledges and agrees that the Original Assignee has assigned to the New Assignee all of its interest, rights, entitlements obligations and liabilities under the Transaction Security Documents and the Intercreditor Deed, including, without limitation, the Original Assignment.

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.

This Assignment is made to secure the satisfactory performance and payment of Assignor's obligations under the Debenture. This Assignment, the security interest granted under the Transaction Security Documents and all of Assignor's obligations and any lien arising therefrom shall terminate and be automatically released upon the termination or release of the Assignor's obligations thereunder. The New Assignee shall, in connection with any termination or release herein, execute and deliver to Assignor as Assignor may request, at Assignor's cost and expense, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Assignment and the New Assignee shall, at Assignor's cost and expense, reasonably cooperate with any efforts made by Assignor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Assignment and any security interest in, to or under the Trademark Collateral.


The rights and remedies of the New 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 conflict with (or are deemed to conflict with) the Debenture, the provisions of the Debenture shall govern.

In the event that any provisions of this Assignment conflict with (or are deemed to conflict with) the Substitution Deed, the provisions of the Substitution Deed shall prevail.

[Signature Page Follows]

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

LEHMAN BROTHERS INTERNATIONAL
(EUROPE) (IN ADMINISTRATION) acting by one of
its Administrators (as its agent and without personal
liability), as the Original Assignee

By: 
Name:
Title: Authorized Signatory

LLOYDS TSB BANK PLC, as the New Assignee

By: _____
Name:
Title:

Acknowledged and agreed:

FIRTH RIXSON LIMITED, as Assignor

By: _____
Name:
Title:

[Signature Page to Assignment of Security Interest in Trademark]

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

LEHMAN BROTHERS INTERNATIONAL
(EUROPE) (IN ADMINISTRATION) acting by one of
its Administrators (as its agent and without personal
liability), as the Original Assignee

By: _____
Name:
Title: Authorized Signatory

LLOYDS TSB BANK PLC, as the New Assignee

By:  _____
Name: *Mr. S. K. ...*
Title: *...*

Acknowledged and agreed:

FIRTH RIXSON LIMITED, as Assignor

By: _____
Name:
Title:

[Signature Page to Assignment of Security Interest in Trademark]

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

LEHMAN BROTHERS INTERNATIONAL
(EUROPE) (IN ADMINISTRATION) acting by one of
its Administrators (as its agent and without personal
liability), as the Original Assignee

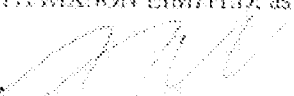
By: _____
Name:
Title: Authorized Signatory

LLOYDS TSB BANK PLC, as the New Assignee

By: _____
Name:
Title:

Acknowledged and agreed:

FIRTH RIXSON LIMITED, as Assignor

By:  _____
Name: ROBERT RIXSON
Title: DIRECTOR

[Signature Page to Assignment of Security Interest in Trademark]

SCHEDULE A

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	