

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/17/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	RATHGIBSON, INC.
Street Address:	100 Aspen Hill Road
Internal Address:	PO Box 5399
City:	North Branch
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION: DELAWARE

Name:	RGCH HOLDINGS CORP.
Street Address:	100 Aspen Hill Road
Internal Address:	PO Box 5399
City:	North Branch
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION: DELAWARE

Name:	GREENVILLE TUBE COMPANY
Street Address:	2505 Foster Avenue
City:	Janesville
State/Country:	WISCONSIN
Postal Code:	53547
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
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900138902

**TRADEMARK
 REEL: 004026 FRAME: 0268**

CH \$165.00 1899571

Registration Number:	1899571	GIBSON TUBE G
Registration Number:	1392943	RATH MICRO WELD
Registration Number:	1397380	MICRO WELD
Registration Number:	2641815	GTC
Registration Number:	2587665	GREENVILLE TUBE
Serial Number:	78376849	G-31 PLUS

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER:	09639.009002
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	07/17/2009

Total Attachments: 4
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of July 17, 2009, from GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), in its capacity as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Lenders (as defined in the Credit Agreement, dated as of February 7, 2006 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement") to RATHGIBSON, INC., a Delaware corporation (the "Borrower") and RGCH HOLDINGS CORP., a Delaware corporation ("Holdings").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated February 7, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified) in favor of GE Capital (the "Security Agreement") and the Trademark Security Agreement dated as of February 7, 2006, in favor of GE Capital (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Borrower and Holdings to GE Capital in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain Joinder Agreement, dated August 15, 2006, GREENVILLE TUBE COMPANY, a Delaware corporation ("Greenville" and together with Borrower and Holdings, the "Grantors"), has become a Credit Party under the Credit Agreement and a Grantor under the Security Agreement and the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded against the Borrower's Trademark Collateral in the United States Patent and Trademark Office at Reel 3242, Frame 0319 on February 7, 2006;

WHEREAS, the Trademark Security Agreement was recorded against Greenville's Trademark Collateral in the United States Patent and Trademark Office at Reel 3370, Frame 0588 on August 16, 2006; and

WHEREAS, GE Capital now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral under the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, GE Capital hereby states as follows:

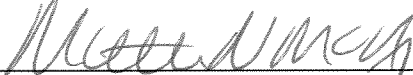
1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. GE Capital hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral under the Security Agreement and the Trademark Security Agreement, including the Trademark Collateral listed in Exhibit I attached hereto. Any and all right, title, or interest of GE Capital in such Trademark Collateral and all proceeds thereof under the Security Agreement and the Trademark Security Agreement, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. GE Capital hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.



IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION
as Agent

By: 
Name: Matthew N. McAlpine
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TERMINATION AND RELEASE OF
SECURITY INTERESTS IN TRADEMARKS**

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Application Serial No.</u>
 Gibson Tube	Gibson Tube, Inc.	1,899,571	6/13/1995	74/338,477
 RATH Micro Weld	RathGibson, Inc.	1,392,943	5/13/1986	73/529,947
Micro Weld	RathGibson, Inc.	1,397,380	6/17/1986	73/528,791
GTC	Greenville Tube Company	2,641,815	10/29/2002	76/155,426
GREENVILLE TUBE	Greenville Tube Company	2,587,665	7/2/2002	76/155,425

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
G-31 PLUS	78/376,849	3/2/2004	Gibson Tube, Inc.

3. IP LICENSES

None