

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RATHGIBSON, INC.		07/16/2009	CORPORATION: DELAWARE
RGCH HOLDINGS CORP.		07/16/2009	CORPORATION: DELAWARE
GREENVILLE TUBE COMPANY		07/16/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST FSB, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	1100 NORTH MARKET STREET		
<b>Internal Address:</b>	RODNEY SQUARE NORTH		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Federally Chartered Savings Bank:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1392943	RATH MICRO WELD	
<b>Registration Number:</b>	1397380	MICRO WELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)806-6006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128064041		
<b>Email:</b>	jmann@stroock.com, mvillarin@stroock.com		
<b>Correspondent Name:</b>	Jeffrey Mann		
<b>Address Line 1:</b>	180 Maiden Lane		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038		
<b>ATTORNEY DOCKET NUMBER:</b>	002241.0002		

**CH \$65.00 1392943**

**900139358**

**TRADEMARK  
 REEL: 004030 FRAME: 0878**

NAME OF SUBMITTER:	Jeffrey Mann
Signature:	/Jeffrey Mann/
Date:	07/23/2009
Total Attachments: 5 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2009, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.15* of the Loan Agreement referred to below (each a "*Loan Party*" and, collectively, the "*Loan Parties*"), in favor of Wilmington Trust FSB, as administrative agent (in such capacity, the "*Administrative Agent*"). Capitalized terms used herein and not otherwise defined herein have the meaning given to them in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Secured Super-Priority Debtor In Possession Multiple Draw Term Loan Agreement, dated as of July 16, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among RathGibson, Inc. as Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and Wilmington Trust FSB, as Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Loan Parties are party to the Loan Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Loan Parties are party to the Loan Agreement pursuant to which the Loan Parties have granted to the Administrative Agent a security interest in all of their Trademarks;

Now, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make the Loans, each Loan Party hereby agrees with the Administrative Agent as follows:

Grant of Security Interest in Trademark Collateral

Each Loan Party, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Loan Party (the "*Trademark Collateral*"):

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

all goodwill of the business associated with the use of, and symbolized by, each Trademark; and

all Proceeds of the foregoing, including, without limitation, any claim by any Loan Party against third parties for past, present or future (i) infringement or dilution of any

Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

Event of Default

In addition to all other rights granted to the Administrative Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default each Loan Party hereby sells, assigns, transfers and sets over to the Administrative Agent, for collateral purposes only, such Loan Party's entire right, title and interest in and to all Trademark Collateral and the goodwill of such Loan Party's business connected with and symbolized by the Trademark Collateral as successor to the business to which the Trademark Collateral pertains, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Trademark Collateral in the United States and any other country or countries; the same to be held and enjoyed by the Administrative Agent for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by such Loan Party had such assignment not been made.

Loan Agreement

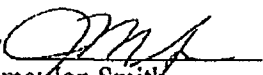
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and each Loan Party hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages to Follow]

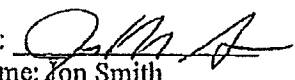
IN WITNESS WHEREOF, each Loan Party has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LOAN PARTIES

**RATHGIBSON, INC.**

By:   
Name: Jon Smith  
Title: Chief Financial Officer and Assistant Secretary

**RGCH HOLDINGS CORP.**

By:   
Name: Jon Smith  
Title: Chief Financial Officer and Assistant Secretary

**GREENVILLE TUBE COMPANY**

By:   
Name: Jon Smith  
Title: Chief Financial Officer and Secretary

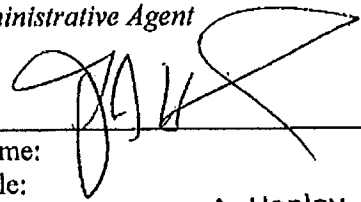
[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**WILMINGTON TRUST FSB,**  
*as Administrative Agent*

By: \_\_\_\_\_

Name:  
Title:

A handwritten signature in black ink, appearing to read 'JAH', is written over a horizontal line. The signature is stylized and somewhat cursive.

James A. Hanley  
Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004030 FRAME: 0883**

SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Owner	Reg. Date	Reg. Number	Jurisdiction
RATH MICRO WELD and Design	RathGibson, Inc.	1,392,943	May 13, 1986	U.S.
MICRO WELD	RathGibson, Inc.	1,397,380	June 17, 1986	U.S.
MID-SOUTH CONTROL LINE	RathGibson, Inc.	601814	May 21, 2008	Louisiana
MID-SOUTH CONTROL LINE and Design	RathGibson, Inc.	601813	May 21, 2008	Louisiana