

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jupiter Aluminum Corporation		09/29/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Private Bank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1792929	JUPITER	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-8086		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Debra S. Clark		
Address Line 1:	Wacker Drive Station, Sears Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	9111821-0010 D6C		
NAME OF SUBMITTER:	Katie A. Krutzsch		
Signature:	/katie a. krutzsch/		
Date:	10/12/2009		

OP \$40.00 1792929

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2009, by JUPITER ALUMINUM CORPORATION, an Illinois corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Lenders") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement to the Agent.

C. Pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Agent for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of, inter alia, all amounts owing by the Grantor under the Loan and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Agent for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

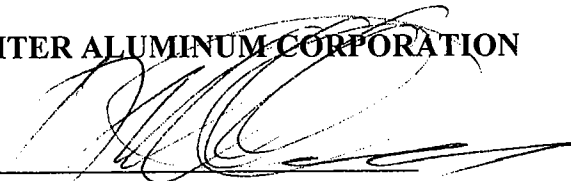
This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

JUPITER ALUMINUM CORPORATION

By: 
Name: Dietrich M. Gross
Title: President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Agent

By: _____
Name: Jeffrey B. Michalczyk
Title: Managing Director

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

JUPITER ALUMINUM CORPORATION

By: _____
Name: Dietrich M. Gross
Title: President

Acknowledged:

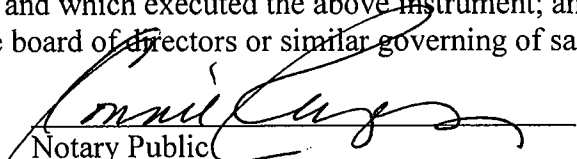
THE PRIVATEBANK AND TRUST COMPANY,
as Agent

By: 
Name: Jeffrey B. Michalczyk
Title: Managing Director

STATE OF Indiana)
) SS
COUNTY OF Lake)




On this 29th day of September, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF ~~COOK~~ Lake)

On this 29th day of September, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Agent, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Jupiter		1792929		September 14, 1993