

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
Vulcanium Metals Incorporated		10/09/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., successor by merger to LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77797436	VMI616
Registration Number:	3266198	TI-CORE
Registration Number:	3248525	HILODE
Registration Number:	3594722	FIRSTCUT+
Registration Number:	3546488	FIRSTCUT+
Registration Number:	3543351	FIRSTCUT+
Registration Number:	3415337	EPAK

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
 Address Line 2: Ste. 3300

OP \$190.00 77797436

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4743.009

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 10/13/2009

Total Attachments: 5
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**AMENDMENT NO. 1 TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 to Trademark and License Security Agreement is dated as of dated as of October 9, 2009 (this "Amendment") and is made by and between VULCANIUM METALS INCORPORATED, an Illinois corporation ("Grantor"), and BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association ("Lender").

WHEREAS, Grantor and Lender entered into the Trademark and License Security Agreement dated as of March 15, 2007 (the "Trademark and License Security Agreement");

WHEREAS, the Trademark and License Security Agreement was duly recorded in the United States Patent and Trademark Office on May 17, 2007, Reel/Frame: 3545/0098;

WHEREAS, since the date of Grantor's execution of the Trademark and License Security Agreement, Grantor has acquired interests in certain additional Trademarks, all of which are listed on Schedule 1 hereto (the "New Trademarks"); and

WHEREAS, in accordance with Section 4 of the Trademark License and Security Agreement, the parties agree to amend the Trademark and License Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark and License Security Agreement as follows:

1. Security Interest in New Trademarks. To secure the complete and timely payment and performance and satisfaction of all Obligations, Borrower hereby grants to Lender a first priority security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Borrower's now owned and hereafter acquired or arising filed Trademarks, including without limitation the New Trademarks, and the goodwill of Borrower's businesses connected with and symbolized by the Trademarks, including without limitation the New Trademarks.

2. Supplemented Schedule A. Schedule A of the Trademark and License Security Agreement is hereby supplemented to add the New Trademarks.

3. Representations and Warranties. The Borrower hereby represents and warrants to Lender that:

(a) The execution, delivery and performance by the Borrower of this Amendment are within its corporate power, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law applicable to the Borrower, the certificate of incorporation and articles of incorporation, as applicable, and by-laws of the Borrower, any order, judgment or decree of any court or governmental agency, or any agreement, instrument or document binding upon the Borrower or any of its property;

(b) The Trademark and License Security Agreement, as amended by this Amendment, is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms;


4. Each of the representations and warranties contained in the Trademark and License Security Agreement, as amended by this Amendment, are true and correct in all material respects as of the date hereof.

5. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark and License Security Agreement shall remain in full force and effect as executed.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

VULCANIUM METALS INCORPORATED

By: 
Name: RICHARD E LEOPOLD
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as successor by merger to
LaSalle Bank National Association as Lender

By: _____
Name: _____
Title: _____

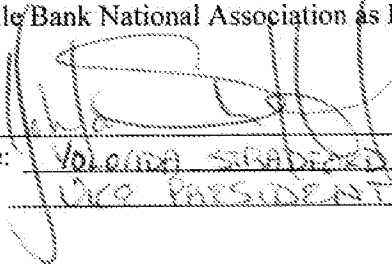
IN WITNESS WHEREOF, Grantor and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

VULCANIUM METALS INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as successor by merger to
LaSalle Bank National Association as Lender

By:  _____
Name: Volodymyr Sabalov _____
Title: Vice President _____

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Ti-Core	3266198	7/17/07
Hilode	3248525	5/29/07
Firstcut+	3594722	3/24/09
Firstcut+	3546488	12/16/08
Firstcut+	3543351	12/9/08
Epak	3415337	4/22/08

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>
VMI616	77797436	8/5/09

TRADEMARK LICENSES

None