

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RathGibson, Inc.		06/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RathGibson Intermediate Co. LLC		
Street Address:	475 Half Day Road		
Internal Address:	Suite 210		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1392943	RATH MICRO WELD	
Registration Number:	1397380	MICRO WELD	
Serial Number:	77932813	GTC	
Serial Number:	77932809	GREENVILLE TUBE	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-806-5400		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	002241/		

CH \$115.00 1392943

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NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	06/14/2010
Total Attachments: 5 source=RathGibson#page1.tif source=RathGibson#page2.tif source=RathGibson#page3.tif source=RathGibson#page4.tif source=RathGibson#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made as of the 11th day of June, 2010, by and between RathGibson, Inc. a corporation organized and existing under the laws of Delaware (the "Assignor"), and RathGibson Intermediate Co. LLC, a limited liability company organized and existing under the laws of Delaware (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks and trademark applications set forth on Schedule 1 hereof (the "Trademarks"); and

WHEREAS, the Assignor, the Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of March 8, 2010 (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the sum set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, and other good and valuable consideration, the Assignor does hereby irrevocably assign, sell, transfer and convey to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, and the goodwill of the Assignor's business associated with and symbolized by the Trademarks as successor to the business to which the Trademarks pertain, 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 Trademarks in the United States and any other country or countries; the same to be held and enjoyed by the Assignee for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by the Assignor had this assignment not been made.

The Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its legal representatives, successors and assigns in accordance with the terms of this Assignment of Trademarks.

The Assignor further agrees to execute such additional documents as may be required in the United States and/or in countries foreign to the United States, to record the Assignee as the owner of the Trademarks and registrations and applications herein assigned. Notwithstanding anything to the contrary herein, nothing shall be deemed to require the Sellers to delay or alter the Chapter 11 Cases (as defined in the Purchase Agreement).

In the case of any conflict or inconsistency between the terms of this Assignment of Trademarks and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, RathGibson, Inc., by its duly authorized officer, has executed this Assignment of Trademarks as of this 3rd day of June, 2010.

RATHGIBSON, INC.

By: [Signature]
Name: Jon M. Smith
Title: Chief Financial Officer

STATE OF IL)
COUNTY OF LAKE)

ss.

OFFICIAL SEAL
ALLISON BLOHM
Notary Public - State of Illinois
My Commission Expires Aug 18, 2013

On this 3~~rd~~ day of JUNE, 2010 before me personally appeared Jon M. Smith, the person who signed this instrument, who acknowledged that he/she is a CFO of RathGibson, Inc. and that he/she signed such instrument as a free act on behalf of RathGibson, Inc.

[Signature]
Notary Public

My commission expires: 8/18/13

Signature page to Assignment of Trademarks

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The foregoing Assignment of Trademarks by RathGibson, Inc., is hereby accepted as of this 4th day of June, 2010.

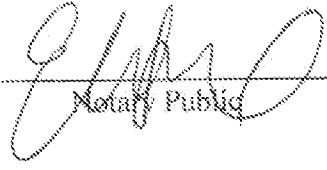
RATHGIBSON INTERMEDIATE CO. LLC

By: 
Name: John Foley
Title: Authorized Person

STATE OF MA)
))
COUNTY OF SUFFOLK)

ss.

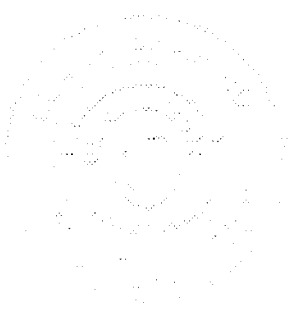
On this 4 day of JUNE, 2010, before me personally appeared JOHN FOLEY, the person who signed this instrument, who acknowledged that he/she is a AUTHORIZED SIG. of RATHGIBSON INTERMEDIATE CO. and that he/she signed such instrument as a free act on behalf of RATHGIBSON INTERMEDIATE CO. LLC


Notary Public

My commission expires: _____



Elana Shapiro, Notary Public
Commonwealth of Massachusetts
My Commission Expires 5/18/2012



Schedule 1

Mark	App. No./ Reg. Number	Filing Date/ Reg. Date	Jurisdiction
RATH MICRO WELD and Design	1,392,943	May 13, 1986	U.S.
MICRO WELD	1,397,380	June 17, 1986	U.S.
MID-SOUTH CONTROL LINE	601814	May 21, 2008	Louisiana
MID-SOUTH CONTROL LINE and Design	601813	May 21, 2008	Louisiana
RATH Device	4495580	February 2, 2005	China
RATH Device	4495581	February 2, 2005	China
G Device	4495584	February 2, 2005	China
Gibson	4495583	February 2, 2005	China
RATHGIBSON and Design	5117284	January 13, 2006	China
RATHGIBSON and Design	1199726	March 16, 2006	Taiwan
RATH Device	1199727	March 16, 2006	Taiwan
G Device	1199729	March 16, 2006	Taiwan
RATH and Design	1199728	March 16, 2006	Taiwan
GTC & Design	77/932,813	February 10 2009	U.S.
GREENVILLE TUBE	77/932,809	February 10 2009	U.S.
GTC & Design	2,641,815	October 29, 2002	U.S.

GREENVILLE TUBE	2,587,665	July 2, 2002	U.S.
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RECORDED: 06/14/2010

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