

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United Performance Metals, Inc. f/k/a Ferguson Metals, Inc.		
Street Address:	3475 Symmes Road		
City:	Hamilton		
State/Country:	OHIO		
Postal Code:	45015		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3093946	METALS TO GO	
CORRESPONDENCE DATA			
Fax Number:	(205)716-5389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2057165200		
Email:	abn@cabaniss.com		
Correspondent Name:	Amy B. Nelson		
Address Line 1:	2001 Park Place North		
Address Line 2:	Suite 700		
Address Line 4:	Birmingham, ALABAMA 35203-4804		
ATTORNEY DOCKET NUMBER:	2249-361		
NAME OF SUBMITTER:	Amy Nelson		
Signature:	/amynelson/		

OP \$40.00 3093946

Date:

07/01/2010

Total Attachments: 9

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made and entered into as of the 30th day of June, 2010, by and between General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for Lenders ("Secured Party"), and United Performance Metals, Inc., an Ohio corporation formerly known as Ferguson Metals, Inc. ("Grantor").

RECITALS

WHEREAS, Secured Party and Grantor entered into that certain Trademark Security Agreement dated August 31, 2006 (the "Trademark Security Agreement"; all capitalized terms used herein without definition shall have the meaning provided in the Credit Agreement (as that term is defined in the Trademark Security Agreement)) pursuant to the Credit Agreement and the other Loan Documents;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 2006, at Reel 3382, Frame 0467, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and it thereby granted to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under those certain trademarks and trademark licenses listed on Schedule I attached hereto and incorporated herein by reference (the "Trademarks"), for the benefit and purpose of securing Grantor's obligations under the Loan Documents, including the payment of the Obligations, owed to Secured Party; and

WHEREAS, all of the Obligations have been satisfied and paid in full.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party acknowledges satisfaction and payment in full thereof, and hereby relinquishes, releases and discharges all of its rights under the Trademark Security Agreement, including, but not limited to, all of the security interests granted in (a) all of the Grantor's right, title and interest in, to and under the Trademarks, (b) all reissues, continuations or extensions of the Trademarks, (c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks, and (d) all products and proceeds of the Trademarks, including, but not limited to, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of the Trademarks or (ii) injury to the goodwill associated with any of the Trademarks.

[Remainder of page intentionally left blank--signature on next page]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

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

[CORPORATE SEAL]

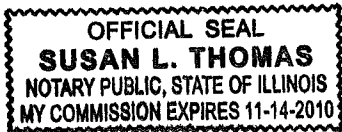
STATE OF *Illinois*)
COUNTY OF *Cook*)

On this *30th* day of *June* *2010*, before me personally appeared Matthew N. McAlpine, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of General Electric Capital Corporation, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan L. Thomas
Notary Public

[SEAL]

My Commission Expires: *11.14.2010*



SCHEDULE I
to
RELEASE OF SECURITY INTERESTS IN TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
Metals to Go	May 16, 2006	78362321	3093946

Exhibit "A"

Trademark Security Agreement

See Attached.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2006, by FERGUSON METALS, INC., an Ohio corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, O'Neal Steel, Inc. ("O'Neal"), the other Borrowers signatory thereto, the other Credit Parties signatory thereto, Agent and the other Lenders signatory thereto from time to time, are party to that certain Second Amended and Restated Credit Agreement, dated as of March 4, 2005 (together with all amendments, joinders and other modifications previously made and hereafter made thereto, the "Credit Agreement");

WHEREAS, O'Neal has acquired one hundred percent (100%) of the issued and outstanding capital stock of Grantor, in a transaction to which Agent has consented pursuant to the Credit Agreement;

WHEREAS, as a condition to such consent, Grantor is required to join and become obligated to Agent and Lenders under the terms of the Credit Agreement, the Security Agreement, and the other Loan Documents, as a Borrower and a Credit Party; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

FERGUSON METALS, INC., as Grantor

By: Mary Valenta
Mary Valenta, Assistant Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)
) ss.
COUNTY OF Jefferson)

On this 29th day of August, 2006, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ferguson Metals, Inc., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Hal West
Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

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

FERGUSON METALS, INC., as Grantor

By: _____
Mary Valenta, Executive Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

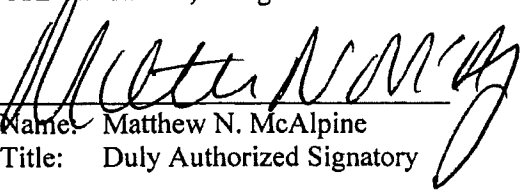
On this ___ day of _____, 2006, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ferguson Metals, Inc., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
METALS TO GO	3,093,946	5/16/2006