

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:	TW Metals, Inc.		
Street Address:	760 Constitution Drive		
Internal Address:	Suite 204		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75700673	TW METALS	
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 75700673

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 TW Metals, Inc., a Pennsylvania corporation ("Grantor").

RECITALS

WHEREAS, Secured Party and Grantor entered into that certain Trademark Security Agreement dated October 21, 2005 (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, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, 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 registered with (i) the United States Patent and Trademark Office on March 14, 2000 as Serial Number 75700673, Registration Number 2329612, and concerning the trademark "TW Metals" (the "U.S. Trademark"), and (ii) the United Kingdom Intellectual Property Office on January 17, 1997 as Trade Mark Number 2007454 and concerning the trademark "Tubesales" (the "UK Trademark"); further information regarding the U.S. Trademark and the UK Trademark is listed on Schedule I attached hereto and incorporated herein by reference (collectively, the U.S. Trademark and the UK Trademark are referred to herein as 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;

WHEREAS, evidence of such assignment of security interests in the U.S. Trademark was recorded with the United States Patent and Trademark Office on November 1, 2005, at Reel 3185, Frame 0311, and evidence of such assignment of security interests in the UK Trademark was recorded with the United Kingdom Intellectual Property Office on October 21, 2005; 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.

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.S. Trademark:

<u>Mark</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
TW Metals (design plus words)	March 14, 2000	75700673	2329612

UK Trademark:

<u>Mark</u>	<u>Registration Date</u>	<u>Trade Mark No.</u>
Tubesales	January 17, 1997	2007454

Exhibit "A"

Trademark Security Agreement

See Attached.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2005, by **TW METALS, INC.**, a Pennsylvania corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of March 4, 2005, by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement and to enter into that certain Consent and First Amendment to Second Amended and Restated Credit Agreement, dated on or about the date hereof, among Grantor, Borrowers, Credit Parties, Agent and Lenders, but only upon the condition, among others, that Grantor shall have joined, on or about the date hereof, that certain Amended and Restated Borrowers' Security Agreement dated as of March 4, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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.

TW METALS, INC.

By: _____
Name: _____
Title: _____

Address:
The Arboretum, Suite 204
760 Constitution Drive
Exton, PA 19341

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

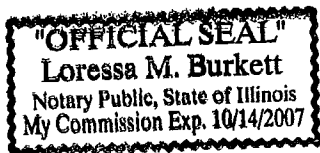
By: Matthew N. McAlpine
Name: Matthew N. McAlpine
Title: Duly Authorized Signatory

500 West Monroe, 12th Floor
Chicago, Illinois 60661

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 18th day of October, 2005, 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 **TW Metals, Inc.**, who being by me duly sworn did depose and say that he 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 he acknowledged said instrument to be the free act and deed of said corporation.



Loressa M. Burkett
Notary Public

[Notarial Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Serial No.</u>
TW Metals (design plus words)	March 14, 2000	2,329,612 (U.S. Patent & Trademark Office)	75700673
TW Metals (United Kingdom)		2007454 (UK Trademarks Registry)	