

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
AmeriFab, Inc.		08/05/2010	CORPORATION: INDIANA
Steel Mill Equipment Technologies, LLC		08/05/2010	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 109047
Internal Address:	Attn: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78781070	AMERIBRONZE
Serial Number:	78781088	AMERICOP
Serial Number:	78908347	AMERIFAB
Serial Number:	78908333	AMERIFAB, INC.
Serial Number:	77814380	AMERIHVP
Serial Number:	78781077	AMERISPLINE

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-467-8856
 Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP

CH \$165.00 78781070

Address Line 1: 1909 K Street, NW – 9th Floor
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	05252-686/0769/AMERIFAB
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	08/12/2010

Total Attachments: 20
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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of August 5, 2010 by **AmeriFab, Inc.**, an Indiana corporation ("Borrower"), and **Steel Mill Equipment Technologies, LLC**, an Indiana limited liability company ("SMET") and, together with Borrower, collectively, the "Obligors" and, individually, an "Obligor", in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank").

WITNESSETH:

WHEREAS, Obligors and Bank have entered into that certain Senior Subordinated Loan and Security Agreement dated as of August 5, 2010 (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Borrower thereunder that, among other things, each Obligor execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor's Liabilities, each Obligor hereby grants to the Bank a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to

the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full, such Obligor will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements and in favor of FTSFG Senior Lender pursuant to the FTSFG Senior Debt Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Bank prompt written notice thereof. Each Obligor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of any Obligor or rights of Bank hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities.

7. **Inspection.** Bank shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to each Obligor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any

application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligor. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, each Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Bank as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER FINANCING AGREEMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES THAT WOULD CAUSE ANOTHER JURISDICTION'S LAW TO BE APPLIED).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

19. **Entire Agreement.** This Agreement, together with the other Financing Agreements, contains all the terms and conditions of the agreement between Bank and Obligors relating to the subject matter hereof; *provided* that nothing herein or in any of the other Financing Agreements shall be construed to supersede, or to have merged into, any of the FTSFG Senior Debt Documents, all of which will remain in full force and effect.

20. **Acknowledgment Regarding FTSFG Senior Lender.** Notwithstanding anything to the contrary herein, so long as FTSFG Senior Lender is an affiliate of Bank, until the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Loan Agreement has terminated:

(a) Any provision hereof that requires Obligors to deliver any Collateral to Bank pursuant to this Agreement may be satisfied by the delivery of such Collateral by Obligors to FTSFG Senior Lender under the FTSFG Senior Debt Documents; and

(b) Any notice required to be delivered by Obligors to Bank under this Agreement shall be deemed timely delivered if such notice is timely delivered by Obligors to FTSFG Senior Lender under that certain Patent, Copyright, License and Trademark Security Agreement dated as of even date herewith among Obligors and FTSFG Senior Lender.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

AMERIFAB, INC.

By: *Gabrielle G. Marino*
Name: *GABRIELLE G. MARINO*
Title: *PRESIDENT*

STEEL MILL EQUIPMENT TECHNOLOGIES, LLC

By: *Gabrielle G. Marino*
Name: *GABRIELLE G. MARINO*
Title: *PRESIDENT*

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIFTH THIRD BANK

By: _____
David J. Williams, Senior Vice President

SIGNATURE PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004259 FRAME: 0928

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

AMERIFAB, INC.

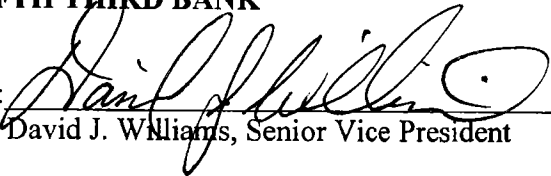
By: _____
Name:
Title:

STEEL MILL EQUIPMENT TECHNOLOGIES, LLC

By: _____
Name:
Title:

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIFTH THIRD BANK

By: 
David J. Williams, Senior Vice President

SIGNATURE PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

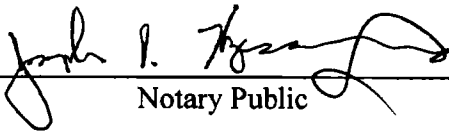
TRADEMARK
REEL: 004259 FRAME: 0929

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that GABRIELE G. CARINCI, personally known to me to be the PRESIDENT of AmeriFab, Inc., an Indiana corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

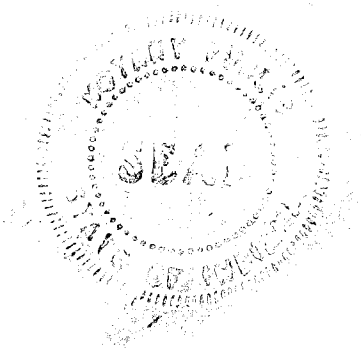
GIVEN under my hand and official seal as of the 31 day of August, 2010.

(NOTARIAL SEAL)



Notary Public

My Commission Expires: April 19, 2015



ACKNOWLEDGMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

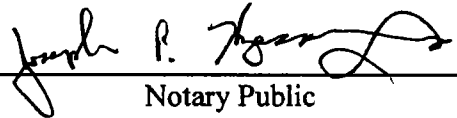
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STATE OF INDIANA)
) SS.
COUNTY OF MARION)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that GABRIELE G. CARINI, personally known to me to be the PRESIDENT of Steel Mill Equipment Technologies, LLC, an Indiana limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 3RD day of August, 2010.

(NOTARIAL SEAL)



Notary Public

My Commission Expires: April 17, 2015



ACKNOWLEDGMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004259 FRAME: 0931

STATE OF OHIO,

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 4th day of August, 2010, by David J. Williams, a Senior Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such banking corporation.

Annette C. Schwab
Notary Public

My commission expires: July 20, 2013

ACKNOWLEDGMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004259 FRAME: 0932

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Category</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Patent No.</u>	<u>Issued Date</u>	<u>Status</u>
<u>AmeriBronze</u>					
United States	10/238971	9/11/2002	6890479	5/10/2005	Issued
United States	60/323265	9/19/2001			Inactive
<u>AmeriBronzeCIP</u>					
United States	10/828044	4/20/2004	7582253	9/1/2009	Issued
Patent Cooperation Treaty	US2005/007536	3/8/2005			Inactive
Brazil	PI0509990-0	3/8/2005			Pending
Canada	2563035	3/8/2005			Pending
China (Peoples Republic)	2005800125400	3/8/2005			Pending
India	3112/KOLNP/06	3/8/2005			Pending
Japan	2007-509466	3/8/2005			Pending
Mexico	PAa2006012056	3/8/2005			Pending
Europe Patent Convention	05724958.3	3/8/2005			Pending
<u>AmeriBronze-US-DIV</u>					
United States	11/877185	10/23/2007			Pending
<u>AmeriBronzeHV</u>					
United States	60/746145	5/1/2006			Inactive
United States	11/741769	4/30/2007			Pending
Patent Cooperation Treaty	US2007/067852	5/1/2007			Inactive
Brazil	PI07097069	5/1/2007			Pending
Canada	2650957	5/1/2007			Pending
China (Peoples Republic)	2007800160051	5/1/2007			Pending
India	4955KOLNP2008	5/1/2007			Pending
Japan	2009-510007	5/1/2007			Pending
Mexico	MXa2008013994	5/1/2007			Pending
Europe Patent Convention	07782962.0	5/1/2007			Pending
<u>AmeriClad</u>					
United States	60/940970	5/31/2007			Inactive
United States	12/128493	5/28/2008			Pending
Patent Cooperation Treaty	US2008/064995	5/28/2008			Inactive
Brazil	Not Yet Available	5/28/2008			Pending
Canada	Not Yet Available	5/28/2008			Pending
China (Peoples Republic)	Not Yet Available	5/28/2008			Pending
Europe Patent Convention	08756385.4	5/28/2008			Pending
India	Not Yet Available	5/28/2008			Pending
Japan	Not Yet Available	5/28/2008			Pending
Mexico	MXa2009012810	5/28/2008			Pending
<u>AmeriAnti-Slag</u>					
United States	60/732618	11/1/2005			Inactive

United States	11/555686	11/2/2006			Inactive
United States	11/813076	6/28/2007			Pending
Patent Cooperation Treaty	US2006/060461	11/1/2006			Inactive
Canada	2627938	11/1/2006			Pending
Mexico	MXa2008005528	11/1/2006			Pending
Europe Patent Convention	06850091.7	11/1/2006			Pending

AmeriCOP

United States	09/027857	2/23/1998	6059028	5/9/2000	Issued
United States	60/039922	3/7/1997			Inactive
Patent Cooperation Treaty	US98/04060	3/3/1998			Inactive
Canada	2283586	3/3/1998	2283586	2/10/2004	Issued
Mexico	9908216	3/3/1998	217783	11/26/2003	Issued
Europe Patent Convention	98907699.7	3/3/1998			Inactive

AmeriSpline

United States	60/184147	2/22/2000			Inactive
United States	09/697272	10/26/2000	6330269	12/11/2001	Issued
Patent Cooperation Treaty	US01/04530	2/13/2001			Inactive

Europe Patent Convention	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Austria	01909161.0	2/13/2001	1257773	11/14/2007	Issued
France	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Germany	01909161.0	2/13/2001	1257773	11/14/2007	Issued
United Kingdom	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Italy	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Spain	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Belgium	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Denmark	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Greece	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Luxembourg	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Netherlands	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Portugal	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Sweden	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Switzerland	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Turkey	01909161.0	2/13/2001	1257773	11/14/2007	Issued
Mexico	PAa2001001888	2/21/2001	229082	7/11/2005	Issued
Canada	2333899	2/1/2001	2333899	5/17/2005	Issued

Induction Heater (RoTech)

United States	07/743512	8/12/1991	5274207	12/28/1993	Issued
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SCHEDULE B

COPYRIGHTS

None

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D

TRADEMARKS, SERVICE MARKS

<u>Trademarks/Location</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Registration No.</u>
<u>AmeriBronze</u>			
Brazil	828959439	2/5/2007	
Canada	1298322	4/19/2006	TMA681419
China (Peoples Republic)	5424300	6/16/2006	5424301
European Community	005029178	4/20/2006	5029178
India	1524539	1/19/2007	
Japan	2007-02634	1/17/2007	5125886
Mexico	778195	4/19/2006	946005
United States	78/781070	12/27/2005	3171374
<u>AmeriCOP</u>			
Canada	1331692	1/17/2007	Allowed
European Community	005624051	1/18/2007	5624051
United States	78/781088	12/27/2005	3171376
<u>AmeriFab</u>			
Brazil	828959420	2/5/2007	Closed
Canada	1328268	12/14/2006	TMA707953
China (Peoples Republic)	5853948	1/18/2007	5853948
European Community	005623996	1/18/2007	5623996
India	1524540	1/19/2007	
Japan	2007-2638	1/17/2007	5125887
Mexico	825652	12/14/2006	980975
United States	78/908347	6/14/2006	3171641
<u>AmeriFab, Inc. and Design</u>			
United States	78/908333	6/14/2006	3181039
<u>AmeriHVP</u>			
Canada	1328267	12/18/2006	
European Community	005622816	1/18/2007	5622816
United States	77/814380	8/27/09	
<u>AmeriSpline</u>			
Brazil	828959447	2/5/2007	828959447
Canada	1298323	4/19/2006	TMA681418
China	5424301	6/16/2006	5424300
European Community	005029053	4/20/2006	5029053
India	1524538	1/19/2007	
Japan	2007-2639	1/17/2007	5125888
Mexico	778194	4/19/2006	946004
United States	78/781077	12/27/2005	3171375

SCHEDULE E
TRADEMARK LICENSES

None

SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)
(Senior Subordinated Loan)

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that AmeriFab, Inc., an Indiana corporation (“Borrower”), and Steel Mill Equipment Technologies, LLC, an Indiana limited liability company (“SMET” and, together with Borrower, collectively, the “Obligors” and, individually, an “Obligor”), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated August 5, 2010 (the “Collateral Agreement”) among Obligors and Fifth Third Bank, an Ohio banking corporation (“Bank”), each hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

[Signature Page Follows]

This power of attorney is made pursuant to that certain Senior Subordinated Loan and Security Agreement, dated as of August 5, 2010, among the Obligors and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Senior Subordinated Loan and Security Agreement.

AMERIFAB, INC.

By: *Gabriel Garcia*
Name: GABRIEL GARCIA
Title: PRESIDENT

STEEL MILL EQUIPMENT TECHNOLOGIES, LLC

By: *Gabriel Garcia*
Name: GABRIEL GARCIA
Title: PRESIDENT

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