

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 |
|-----------------|----------|----------------|-------------------------------------|
| GBC Metals, LLC | | 08/18/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Goldman Sachs Lending Partners LLC, as Collateral Agent |
| Street Address: | 30 Hudson Street |
| Internal Address: | 36th Floor |
| City: | Jersey City |
| State/Country: | NEW JERSEY |
| Postal Code: | 07302 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 1592731 | COPPERBOND |
| Registration Number: | 3797470 | CUVERRO |
| Registration Number: | 899524 | FINEWELD |
| Registration Number: | 822255 | POSIT-BOND |
| Registration Number: | 1790123 | S |
| Registration Number: | 940833 | SOMERS THIN STRIP |
| Serial Number: | 77845818 | CUVERRO |

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-906-1200
 Email: angela.amaru@lw.com
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins
 Address Line 1: 885 Third Avenue

900171953

**TRADEMARK
 REEL: 004281 FRAME: 0111**

CH \$190.00 1592731

Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

022411-1112

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

09/07/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 18, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of August 18, 2010 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any registration that issues from such intent-to-use application, or the Trademark that is the subject thereof, under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GBC METALS, LLC

By: Robert Micchelli
Name: Robert Micchelli
Title: Chief Financial Officer

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 12 day of August, 2010 before me personally appeared Robert Micchelli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GBC Metals, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Christine Doornbos
Notary Public



CHASE BRASS AND COPPER COMPANY, LLC

By: Robert Micchelli
Name: Robert Micchelli
Title: Chief Financial Officer

STATE OF Illinois)
COUNTY OF Cook) ss.

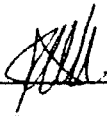
On this 12 day of August, 2010 before me personally appeared Robert Micchelli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chase Brass and Copper Company, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Christine Doornbos
Notary Public



[Signature Page to Trademark Security Agreement]


Accepted and Agreed:
GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:  _____
Name:
Title: **Alexis Maged**
Authorized Signatory




SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: GBC METALS, LLC

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|------------|-------------|------------------|-------------------|
| COPPERBOND | 73/643729 | 2/9/1987 | 1592731 | 4/24/1990 |
| CUVERRO | 77/790483 | 7/27/2009 | 3797470 | 6/1/2010 |
| CUVERRO & Design CuVerro | 77/845818 | 10/9/2009 | | |
| FINEWELD | 72/350604 | 2/5/1970 | 899524 | 9/29/1970 |
| POSIT-BOND | 72/235219 | 12/23/1965 | 822255 | 1/17/1967 |
| S and Design  | 74/328284 | 11/4/1992 | 1790123 | 8/31/1993 |
| SEMPERIA | 77/769628 | 6/26/2009 | | |
| SOMERS THIN STRIP | 72/385234 | 3/2/1971 | 940833 | 8/15/1972 |

Owner: CHASE BRASS AND COPPER COMPANY, LLC

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|--|------------|-------------|------------------|-------------------|
| BLUE DOT | 77/022428 | 10/17/2006 | 3278690 | 8/14/2007 |
| CHASE | 71/541916 | 11/21/1947 | 505789 | 1/18/1949 |
| GREEN DOT | 77/022452 | 10/17/2006 | | |
| MISCELLANEOUS DESIGN (BLUE DOT)  | 77/022442 | 10/17/2006 | 3482927 | 8/12/2008 |
| MISCELLANEOUS DESIGN (CHASE BRASS LOGO)  | 71/272388 | 9/14/1928 | 257679 | 6/18/1929 |
| MISCELLANEOUS DESIGN (GREEN DOT)  | 77/022467 | 10/17/2006 | | |