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
OMG, INC.		10/15/2010	CORPORATION: DELAWARE
The Steel Partners II Liquidating Series Trust - Series E		10/15/2010	TRUST: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10177
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3708186	OLYFLOW
Registration Number:	3235686	FASTENMASTER
Registration Number:	3235684	FASTENMASTER
Registration Number:	3641400	
Registration Number:	3644322	CORTEX
Registration Number:	3663403	GYPTEC
Registration Number:	3232246	HEADLOK
Registration Number:	3471044	LOGHOG
Registration Number:	3724869	NIGHTSHOT
Registration Number:	3163243	OLYFLOW PIPEGUARD
Serial Number:	77744718	OMG EVERSEAL
Registration Number:	3611874	PACECART 2
Registration Number:	3733697	REEL-FAST

CH $490.00 3708186

Registration Number:	3155855	TRUSSLOK-Z
Registration Number:	1205953	ACCUDRIVE
Registration Number:	3404084	ACCUTRAC
Registration Number:	3027259	EYE HOOK
Registration Number:	1169864	ROOFGRIP
Registration Number:	2038694	ROOFGRIP

CORRESPONDENCE DATA

Fax Number: (212)451-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-451-2300

Email: ktrapani@olshanlaw.com

Correspondent Name: Olshan Grundman Frome Rosenzweig & Wolos

Address Line 1: 65 E 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	4094.036
NAME OF SUBMITTER:	Steven R. Gursky
Signature:	/steven gursky/
Date:	10/18/2010

Total Attachments: 12

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Anything herein to the contrary notwithstanding, the repayment of the obligations evidenced by this Amendment (as defined below), the liens and security interests securing the obligations evidenced by this Amendment, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of October 15, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Wells Fargo Bank, National Association, and Ableco, L.L.C., as Senior Agents, and Wells Fargo Bank, National Association, as Subordinated Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Amendment, the terms of the Intercreditor Agreement shall govern and control.

AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated October 15, 2010, by and among OMG, INC., a Delaware corporation (f/k/a Olympic Manufacturing Group, Inc.) ("Debtor"), THE STEEL PARTNERS II LIQUIDATING SERIES TRUST – SERIES E (the "Series E Trust") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent and trustee under the Indenture (in such capacity, "Wells Fargo"), dated as of the date hereof, by and among Wells Fargo, Handy & Harman Group Ltd. ("Parent"), and the subsidiaries of Parent party thereto as guarantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Indenture"). All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Handy & Harman, certain other subsidiaries thereof as borrowers (collectively with Handy & Harman, the "Handy Borrowers") and guarantors, the Series E Trust and certain other parties thereto as lenders (the "Handy Lenders") and the Series E Trust (successor by assignment from Steel Partners II, L.P., successor by assignment from Canpartners Investments IV, LLC, successor by assignment from Ableco Finance LLC) , as agent, have entered into the Loan and Security Agreement, dated March 31, 2004 (the "Existing Loan Agreement"), pursuant to which the Handy Lenders have provided certain financial accommodations to the Handy Borrowers;

WHEREAS, as security for the obligations of the Handy Borrowers under the Existing Loan Agreement, Debtor and the Series E Trust, for the benefit of the Handy Lenders, have entered into the Trademark Collateral Assignment and Security Agreement, dated March 31, 2004 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on April 16, 2004 at Reel/Frame 2833/0514 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement"), pursuant to which Debtor has, among other things, granted to the Series E Trust, for the benefit of the Handy Lenders, a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to the Series E Trust all agreements and documents as requested by the Series E Trust to evidence the security interests of the Series E Trust, for the benefit of the Handy Lenders, therein;

WHEREAS, the Series E Trust has agreed to allow the Handy Borrowers to make a cash payment, which shall be applied to reduce the amount of obligations under the Existing Loan Agreement (the "Existing Obligations"), and exchange the remainder of the Existing Obligations for (i) 10% subordinated secured notes due 2017 to be issued by Parent pursuant to the Indenture and (ii) warrants to purchase shares

of the common stock of WHX Corporation, which subordinated notes shall represent the amended, restated and continuing obligations of the Handy Borrowers as of and from the date of the Existing Loan Agreement and shall be secured by a continuing lien and security interest in the collateral securing the Existing Obligations as of and from the date of the Existing Loan Agreement;

WHEREAS, in furtherance of such exchange, the Series E Trust desires to assign to Wells Fargo, and Wells Fargo desires to assume, the Trademark Security Agreement;

WHEREAS, Debtor has certain additional Trademarks and/or Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor, the Series E Trust and Wells Fargo now wish to amend the Trademark Security Agreement to assign the Trademark Security Agreement to Wells Fargo and to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor, the Series E Trust and Secured Party hereby agree as follows:

1. Assignment of Trademark Security Agreement. The Series E Trust hereby assigns to Wells Fargo all of the Series E Trust's right, title and interest in, to and under the Trademark Security Agreement and Wells Fargo hereby accepts such assignment and assumes all of the right, title and interest of the Series E Trust under the Trademark Security Agreement, as the secured party thereunder (in such capacity, the "Secured Party"). As of the date hereof, all references to the "Secured Party" in the Trademark Security Agreement shall be deemed to refer to Wells Fargo.

2. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 3 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear,

have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

4. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 3 of this Amendment.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Indenture, the term or provision of the Indenture shall control.

6. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

OMG, INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST – SERIES E

By: STEEL PARTNERS II GP LLC, as Liquidating Trustee

By: _____
Name: Sanford Antignas
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

OMG, INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST – SERIES E

By: STEEL PARTNERS II GP LLC, as Liquidating Trustee

By: _____
Name: Sanford Antignas
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

[Amendment No. 1 to Trademark Agreement (OMG)]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

OMG, INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST – SERIES E

By: STEEL PARTNERS II GP LLC, as Liquidating Trustee

By: _____
Name: Sanford Antignas
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name:
Title: Raymond Delli Colli
Vice President

[Amendment No. 1 to Trademark Agreement (OMG)]

STATE OF New York)
) ss.:
COUNTY New York)

On this 14th day of October, 2010, before me personally came James E. McCabe Jr., to me known, who being duly sworn, did depose and say, that he is the SVP of OMG, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

JASON SALTSBERG
Notary Public, State of New York
No. 01SA6025383
Qualified in Nassau County
Commission Expires August 23, 2013

[Amendment No. 1 to Trademark Agreement (OMG)]

STATE OF New York)
) ss.:
COUNTY New York)

On this 15th day of October, 2010, before me personally came Sanford Antignas, to me known, who, being duly sworn, did depose and say, that he is the Chief Operating Officer of Steel Partners II GP LLC, the liquidating trustee of THE STEEL PARTNERS II LIQUIDATING SERIES TRUST – SERIES E, the party described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors or similar governing body of said party.

Notary Public

NGOC DUNG NGUYEN
Notary Public State of New York
No. 01NG6060216
Qualified in Queens County
Commission Expires June 18, 20__

[Amendment No. 1 to Trademark Agreement (OMG)]

STATE OF)
) ss.:
COUNTY)

On this 15th day of October, 2010, before me personally came Raymond Dell Colli, to me known, who, being duly sworn, did depose and say, that he is a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the party described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors or similar governing body of said party.

Karen Kutler
Notary Public

KAREN KATLAN
NOTARY PUBLIC, State of New York
No.01KA4994374
Qualified in Nassau County
Commission Expires April 30, 2014

[Amendment No. 1 to Trademark Agreement (OMG)]

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Timberlok –						
Fastenmaster - Benelux	871061	1/11/10	9/28/2019		1189075	9/28/2009
Rhinobond – European Community	1485549	4/12/01	2/1/20		001485549	02/01/00
Fastenmaster – UK	2525033	12/11/09	9/1/2019		2525033	9/1/09
U-Flow in class 19 – Great Britain	1575427	12/22/95	6/14/11		1575427	06/14/94
Fastenmaster – Ireland	242231	8/31/09	8/31/19		242231	8/31/09
Olyfast in Class 1, 6, 7, 19 - USA						10/12/04
Trusslok (Stylized) in Class 6 - USA	2994012	2/13/05	9/13/2015		76/602,882	07/16/04
Olyflow – USA	3,708,186	11/10/09	11/10/19		77/703,559	3/31/09
Fastenmaster – USA	3,235,686	05/01/07	05/01/17		76/662,452	6/30/06
Fastenmaster and Design – USA	3,235,684	05/01/07	05/01/17		76/662,412	6/30/06
Color Green – USA	3,641,400	6/16/09	6/16/19		77/38237	1/28/08
Cortex – USA	3,644,322	6/23/09	6/23/19		77/321,240	11/5/07
Gyptec – USA	3,663,403	08/04/09	8/4/19		77/656788	1/26/09
Headlok – USA	3,232,246	4/24/07	4/24/17		76/661913	6/21/06
Loftlok – UK	2423841	12/1/06	6/7/16		2423841	6/7/06
Loghog - USA	3471044	7/22/08	7/22/18		77/316,094	10/29/07
Nightshot – USA	3724869	12/15/09	12/15/19		77/702,981	3/31/09
Olyflow Pipeguard – USA	3,163,243	10/24/06	10/24/16		76/628,999	1/24/05
OMG Everseal – USA	Pending	Pending	Pending		77/744,718	5/26/09
Paccart 2 – USA	3,611,874	4/228/09	4/28/19		77/571,132	09/16/08

[Amendment No. 1 to Trademark Agreement (OMG)]

Reel-Fast – USA	3,733,697	1/5/10	1/5/20		77/720,084	4/22/09
Trusslok-Z – Custom Border Registration			10/17/16		TMK 07-00383	4/9/07
Trusslok Z – USA	3,155,855	10/17/06	10/17/16		76/649,858	11/7/05
Accudrive – USA	1205953	8/24/82	8/24/12		73/252,472	3/3/80
Accutrac – USA	3404084	4/1/08	4/1/18		76/680,124	7/31/07
Eye Hook – USA	3027259	12/13/05	12/13/15		78/428,929	6/2/04
Roofgrip - USA	1169864	2/22/81	2/22/11		75/252,473	3/3/80
Roofgrip – USA	2038694	2/18/97	2/18/17		75/060/733	2/22/96

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.

[Amendment No. 1 to Trademark Agreement (OMG)]