

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
Combined Metals of Chicago, L.L.C.		10/15/2010	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., FORMERLY LaSalle Bank National Association		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0722495	ELGILOY	
Registration Number:	0859953	USAMET	
CORRESPONDENCE DATA			
Fax Number:	(312)876-1155		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.627.2508		
Email:	dtsai@dykema.com, smckeon@dykema.com, ipmail@dykema.com		
Correspondent Name:	Diana Y. Tsai		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	103648.0143		
NAME OF SUBMITTER:	Diana Y. Tsai		

CH \$65.00 0722495

900174791

**TRADEMARK
 REEL: 004303 FRAME: 0142**

Signature:	/Diana Y. Tsai/
Date:	10/25/2010
Total Attachments: 9 source=Second Amended and Restated Patent and Trademark Security Agreement#page1.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page2.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page3.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page4.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page5.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page6.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page7.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page8.tif source=Second Amended and Restated Patent and Trademark Security Agreement#page9.tif	

SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 15, 2010 by COMBINED METALS OF CHICAGO, L.L.C., an Illinois limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. Grantor, Combined Metals of Michigan, L.L.C., an Illinois limited liability company ("Combined Metals of Michigan", and together with Grantor, collectively, "Companies" and each a "Company"), the Administrative Agent, RBS Citizens, N.A., a national banking association, as Documentation Agent, PNC Bank, National Association, a national banking association, as Syndication Agent, and certain lenders from time to time party thereto are parties to that certain Second Amended and Restated Credit Agreement dated as of December 19, 2007, as heretofore amended from time to time (as heretofore amended, restated, modified or supplemented and in effect from time to time, the "Existing Credit Agreement").

B. Pursuant to the Existing Credit Agreement, Grantor entered into that certain Amended and Restated Patent and Trademark Security Agreement dated as of December 19, 2007, as heretofore amended from time to time (as heretofore amended, restated, modified or supplemented and in effect from time to time, the "Existing Trademark Agreement"), pursuant to which Grantor granted to the Administrative Agent for the benefit of itself and the lenders under the Existing Credit Agreement, a security interest in and to Grantor's patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof.

C. The Companies, the Administrative Agent and certain lenders (collectively, the "Lenders"), are entering into that certain Third Amended and Restated Credit Agreement dated as of even date herewith, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement in its entirety.

D. Pursuant to the Credit Agreement, the Companies have entered into that certain Third Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof with the Administrative Agent, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Guaranty and Collateral Agreement"), pursuant to which certain obligations owed to the Lenders are secured.

E. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to the Administrative Agent, for the benefit of itself and the Lenders, this Agreement, which amends and restates the Existing Trademark Agreement in its entirety.

F. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Companies under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to

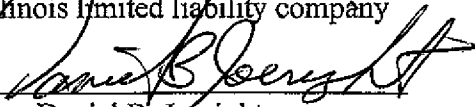
limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

This Agreement amends and restates the Existing Trademark Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Trademark Agreement. Instead, it is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Existing Trademark Agreement and are continuing in favor of the Administrative Agent under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Administrative Agent for the benefit of the Lenders under the Existing Trademark Agreement, as amended and restated hereby.

[Remainder of page intentionally left blank; signature page follows]

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

COMBINED METALS OF CHICAGO, L.L.C.,
an Illinois limited liability company

By: 
Name: Daniel B. Joeright
Title: President

Acknowledged:

BANK OF AMERICA, N.A.,
a national banking association, as successor by
merger to LaSalle Bank National Association,
as Administrative Agent

By: _____
Name: _____
Title: _____

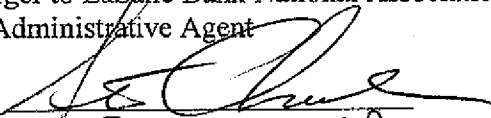
IN WITNESS WHEREOF, Grantor has caused this Second Amended and Restated Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COMBINED METALS OF CHICAGO, L.L.C.,
an Illinois limited liability company

By: _____
Name: Daniel B. Joeright
Title: President

Acknowledged:

BANK OF AMERICA, N.A.,
a national banking association, as successor by
merger to LaSalle Bank National Association,
as Administrative Agent

By: 
Name: S. CHALMERS
Title: V.P.

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Daniel B. Joeright, the President of COMBINED METALS OF CHICAGO, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 14th day of October, 2010.



Patricia L. Weber
Notary Public

My Commission Expires: 12-8-2011

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that _____, the _____ of BANK OF AMERICA, N.A., a national banking association, as successor by merger with LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Daniel B. Joeright, the President of COMBINED METALS OF CHICAGO, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this ____ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Steve Chalmers, the Vice President of BANK OF AMERICA, N.A., a national banking association, as successor by merger with LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 14th day of October, 2010.

Michelle Maloney
Notary Public
My Commission Expires: 5/28/2014



SCHEDULE 1

to

SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Country	Date of Issue
Combined Metals of Chicago, L.L.C.	Elgiloy	72099503	722,495	USA	October 10, 1961
Combined Metals of Chicago, L.L.C.	USAmet	286.321	859,953	USA	November 12, 1968

* Grantor also may have foreign Trademark Collateral that is not disclosed on this Schedule 1.

SCHEDULE 2

to

SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

None.