

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
NEW STAR METALS INC.		12/17/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	209 S. La Salle Street, 4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85059561	NEW STAR METALS

CORRESPONDENCE DATA

Fax Number: (213)680-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: kimberli.walker@bingham.com
 Correspondent Name: Kim Walker
 Address Line 1: 355 South Grand Avenue, Suite 4400
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000352834
NAME OF SUBMITTER:	Kim Walker
Signature:	/Kim Walker/
Date:	12/21/2010

Total Attachments: 5

900179362

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2010 (this "Agreement"), between U.S. Bank National Association, as the Agent under the Security Agreement referred to below (together with its successors and assigns, the "Agent"), and New Star Metals Inc. (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor, certain Subsidiaries of the Grantor (together with the Grantor and each of the other Persons from time to time party to the Financing Agreement (as defined below) as borrowers, the "Borrowers"), the financial institutions party thereto as lenders and the Agent have entered into the Amended and Restated Financing Agreement, dated as of December __, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Financing Agreement");

WHEREAS, in connection with the Financing Agreement, the Grantor and the other Borrowers have entered into the Amended and Restated Guaranty and Security Agreement, dated as of December __, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its trademarks; and

WHEREAS, the Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Agent in the Grantor's trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trademark applications and trade names registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all trademarks, trade names, trade dress and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iii) all registrations and recordings with respect to any of the foregoing;

- (iv) all renewals of any of the foregoing;
- (v) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and
- (vi) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Agent primarily for recording purposes. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NEW STAR METALS INC.

By: Patrick J. Murley
Name: Patrick J. Murley
Title: Chief Executive Officer

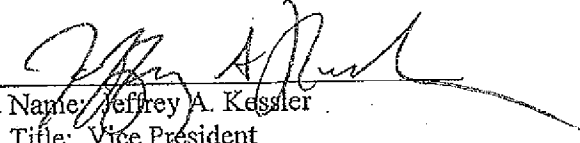
Signature Page to Trademark Security Agreement

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Accepted and acknowledged by:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By:



Name: Jeffrey A. Kessler
Title: Vice President

Signature Page to Trademark Security Agreement

Schedule A
to Trademark Security Agreement

Grantor	Marks	Country	Registration No.	Registration Date
New Star Metal Inc.	New Star Metals	United States	85059561	June 10, 2010

NYI-4333621v2

Trademark Security Agreement

RECORDED: 12/21/2010

**TRADEMARK
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