02/03/2011

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
...d States Patent and Trademark Office

10/19/10

RECORD/
TRAD

103616933

To the director of the U. S. Patent and Trademark Offi... ...e new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Handy & Harman

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other. ____

Citizenship (see guidelines) New York

Execution Date(s) October 15, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address: ____

Street Address: 12 E. 49th Street

City: New York

State: NY

Country: USA Zip: 10017

☒ Association Citizenship USA
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☐ Other ☒ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment No. 1 to Trademark Security Agreement as recorded on 5/26/04, Reel 002973, Frame 0400

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 65

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number ____
Authorized User Name: ____

02/03/2011 AMULLINS 00000028 3804339
01 FC:8021 40.00 OP
02 FC:8022 25.00 OP

9. Signature: Mercedes Farinas
Signature

10/19/10
Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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
HH (design) - CTM	6110514	5/9/08	1/18/17		3074920	7/18/07
Alumaweld – Canada	TMA509,325	3/15/99	3/15/14		864,321	12/16/97
Classic – Canada	TMA479,042	7/25/97	7/25/12		779,071	03/29/95
Hercules - Canada	TMA494,590	5/14/98	5/14/13		779,070	03/29/95
Quickflow - Canada	TMA540,243	1/24/01	1/24/16		868,329	02/05/98
Retrodrain- Canada	TMA352,589	3/3/89	3/3/19		595,613	11/18/87
Retroweld- Canada	TMA486,120	11/14/97	11/24/12		775,663	02/16/95
U-Flow- Canada	TMA292,009	6/15/84	6/15/14		505,114	06/10/83
Handy & Harman – CTM	6110472	7/18/07	1/18/17		3074919	7/18/07
Handy-Brite – USA	3304339	10/2/07	10/2/12		78803430	1/31/06
BIMET – USA	1594845	5/8/90	5/8/19		73698828	12/3/87

[Amendment No. 1 to Trademark Agreement (H&H)]

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

LIST OF LICENSES

None.

[Amendment No. 1 to Trademark Agreement (H&H)]

[Execution]

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 between HANDY & HARMAN, a New York corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation, in its capacity as agent (in such capacity, "Secured Party"), pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of the Lenders. 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, Debtor and Secured Party are parties to 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 May 26, 2004 at Reel/Frame 002973/0400 (as the same now exist or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party 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 Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

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 and Secured Party now wish to amend the Trademark Security Agreement 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 and Secured Party hereby agree as follows:

1. 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 2 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.

2. 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.

3. 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 2 of this Amendment.

4. 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 Loan Agreement, the term or provision of the Loan Agreement shall control.

5. 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.

HANDY & HARMAN

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Sang Kim
Title: Vice President

[Amendment No. 1 to Trademark Agreement (H&H)]

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

HANDY & HARMAN

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Sang Kim
Title: Vice President

[Amendment No. 1 to Trademark Agreement (H&H)]

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

LIST OF LICENSES

None.

[Amendment No. 1 to Trademark Agreement (H&H)]