m PTO-1594 (Rev. 06/04)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
	FORM COVER SHEET
I KADEN	IARKS ONLY lease record the attached documents or the new address(es) below.
Name of conveying party(les)/Execution Date(s):	2. Name and address of receiving party(ies)
Haynes Wire Company	Additional names, addresses, or citizenship attached?
1020 West Park Avenue Kokomo, IN 46904	Name: Wells Fargo Capital Finance, LLC, as Agent, successor by
ROKOTIO, III 40004	merger to Wachovia Capital Finance Comporation (Central), as
	Agent
	Internal
☐ Individual(s) ☐Association	Address:
☐General Partnership ☐Limited Partnership	Street Address:150 South Wacker Drive
⊠Corporation-State	City: Chicago
☐Other: Citizenship (see guidelines) <u>Delaware</u>	State: <u>IL</u>
Execution Date(s) July 14, 2011	Country:USA Zip: 60606
Additional names of conveying parties attached? ☐Yes ☑ No	'
3. Nature of conveyance:	Association Citizenship
☐ Assignment ☐ Merger	General Partnership Citizenship
Security Agreement Change of Name	Limited Partnership Citizenship
☐ Security Agreement ☐ Change of Hame ☐ Change of Hame	Corporation Citizenship
as recorded on January 23, 2009 at Reel/Frame 3924/0981.	M Clitzenenip
	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)
4. Application number(s) or registration number(s) and id	lentification or description of the Trademark.
A. Trademark Application No.(s) See Exhibit A Attached	B. Trademark Registration No.(s) See Exhibit A Attached Additional sheet(s) attached?
C. Identification or Description of Trademark(s) (and Filing Da	
	6. Total number of applications and
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	registrations involved:
Internal Address: UCC Direct Services	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account
City: Albany	☐ Enclosed
	8. Payment Information:
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 5063 Expiration Date 70/10
Phone Number: <u>800-342-3676</u>	
Fax Number: <u>600-962-7049</u>	b. Deposit Account Number Authorized User Name:
Email Address: cls-udsalbany@wolferskluwers.com	
9. Signature: Micedis Assur	105 +/19/11
, — Sig nature	/ Date Total number of pages including cover
Mercedes Farinas	sheet, attachments, and document.

EXHIBIT A TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY / REGISTRATION NUMBER	DATE OF REGISTRATION/FILING
HASTPAK	US 3670420	8/18/2009

TRADEMARK APPLICATION	COUNTRY / APPLICATION/ SERIAL NUMBER	APPLICATION DATE

Amendment No. 1 to Trademark SecuTRAGEMARKS Wire

REEL: 004593 FRAME: 0407

[Execution]

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of July 14, 2011, by and between HAYNES WIRE COMPANY, a Delaware corporation ("Debtor"), and WELLS FARGO CAPITAL FINANCE, LLC, successor by merger to Wachovia Capital Finance Corporation (Central), formerly known as Congress Financial Corporation (Central), 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 financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated January 21, 2009 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on January 23, 2009 at Reel/Frame 3924/0981;

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 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 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 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 with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (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, 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 or other method of electronic transmission 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.

IAYNES WIRE COMPANY
By: Man Han
ritte: CFO VP Finance
WELLS FARGO CAPITAL FINANCE, LLC, a Agent
Ву:
Title·

Amendment No. 1 to Trademark Security Agreement - Haynes Wire IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

HAYNES	WIRE COMPANY
Ву:	
Title:	
WELLS Agent	FARGO CAPITAL FINANCE, LLC, as
Ву:	MA feer
Title:	Via presidir

Amendment No. 1 to Trademark Security Agreement - Haynes Wire