

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
TEMPEL STEEL COMPANY		08/11/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2301948	BCL	
Registration Number:	0681024	TEMPCOR	
Registration Number:	0691149	TEMPEL	
Registration Number:	2105245	TEMPEL	
Registration Number:	3828283	HICOR	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONATHAN H. GOREN, ESQ.		
Address Line 1:	JONES DAY		
Address Line 2:	222 EAST 41ST STREET		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-630077		

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900199468

TRADEMARK
REEL: 004602 FRAME: 0517

NAME OF SUBMITTER:	JONATHAN H. GOREN
Signature:	/JONATHAN H. GOREN/
Date:	08/11/2011
Total Attachments: 7 source=Tempel -- TM SA (executed)#page1.tif source=Tempel -- TM SA (executed)#page2.tif source=Tempel -- TM SA (executed)#page3.tif source=Tempel -- TM SA (executed)#page4.tif source=Tempel -- TM SA (executed)#page5.tif source=Tempel -- TM SA (executed)#page6.tif source=Tempel -- TM SA (executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 11, 2011 by Tempel Steel Company, an Illinois corporation (the "Company") and each other Guarantor listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Deutsche Bank Trust Company Americas, in its capacity as noteholder collateral agent pursuant to the Indenture, dated as of the date hereof (in such capacity, the "Noteholder Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Noteholder Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, the Pledgors entered into a security agreement, dated as of the date hereof, in favor of the Credit Agreement Agent, pursuant to which the Pledgors were required to execute and deliver a trademark security agreement in favor of the Credit Agreement Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholder Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Noteholder Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Noteholder Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Noteholder Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Noteholder Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the security interests granted to the Noteholder Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Company, the Noteholder Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE

SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

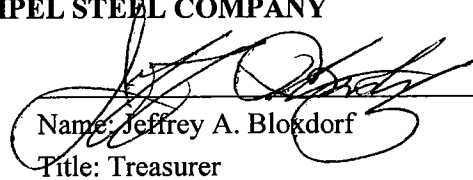
SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTEHOLDER COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTEHOLDER COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TEMPEL STEEL COMPANY

By:



A handwritten signature in black ink, appearing to read 'Jeffrey A. Blok Dorf', is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Jeffrey A. Blok Dorf

Title: Treasurer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS

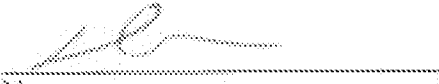
as Noteholder Collateral Agent

By: Deutsche Bank National Trust Company

By: 

Name: Wanda Camacho

Title: Vice President

By: 

Name: DAVID CONTINO

Title: VICE PRESIDENT

Trademark Security Agreement

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

PLEDGORS**

NAME	ADDRESS
Tempel Steel Company	5500 N. Wolcott Avenue Chicago, IL 60640-1020

**SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.
Tempel Steel Company	BCL	United States	2301948
Tempel Steel Company	TEPCOR	United States	0681024
Tempel Steel Company	TEMPEL	United States	0691149
Tempel Steel Company	TEMPEL	United States	2105245
Tempel Steel Company	HICOR	United States	3828283
Tempel Steel Company	BCL MAGNETICS	Mexico	533123
Tempel Steel Company	BCL MAGNETICS (Block letters)	Canada	480981
Tempel Steel Company	TEPCOR	Canada	120584
Tempel Steel Company	TEPCOR	Mexico	107317
Tempel Steel Company	TEMPEL	Canada	115727
Tempel Steel Company	TEMPEL	People's Republic of China	3957963
Tempel Steel Company	TEMPEL	India	1358259
Tempel Steel Company	TEMPEL	Mexico	97324

Trademark Applications:

None.