

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
Top Brass, Inc.		08/31/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	8000 Maryland Avenue		
Internal Address:	Suite 1400		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3426108	LIONS CARTRIDGE	
Registration Number:	2534113	TOP BRASS	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Tracey Paterson/Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	470241.42		
NAME OF SUBMITTER:	Tracey Paterson		

OP \$65.00 3426108

900203694

**TRADEMARK
 REEL: 004635 FRAME: 0141**

Signature:	/Tracey Paterson/
Date:	10/04/2011
Total Attachments: 8 source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page1.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page2.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page3.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page4.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page5.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page6.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page7.tif source=SLC-#6453847-v1-Fifth_Third__TMR_-_Patent_and_Trademark_Security_Agreement#page8.tif	

August 31, 2011

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (“Agreement”), dated as of August 31, 2011, is made by and between TOP BRASS, INC., a Colorado corporation, having a business location at the address set forth below next to its signature (the “Debtor”), and FIFTH THIRD BANK, an Ohio banking corporation, having a business location at the address set forth below next to its signature (the “Secured Party”).

Recitals

A. TOTALL METAL RECYCLING, INC., an Illinois corporation (“Borrower”), as borrower, and the Secured Party, as lender, are parties to a Loan Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Borrower.

B. Debtor is a wholly owned subsidiary of Borrower. As a condition to extending credit to or for the account of the Borrower, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

NOW THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

Agreement

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan

Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary company action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. If Debtor intends to abandon or cease maintaining any Patent or Trademark because Debtor no longer needs such Patent or Trademark in its business operations or in Debtor's reasonable business judgment, it is no longer economically prudent to maintain such Patent or Trademark, Debtor shall give written notice to Secured Party setting forth the Patent or Trademark to be abandoned specifying the business reasons for such abandonment. Upon Secured Party's approval, which shall not be unreasonably withheld, Debtor shall no longer be required to maintain such Patent or Trademark.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment; provided, however, Secured Party's actions under this subsection (i) shall not be applicable to any Patent or Trademark which has been abandoned in accordance with the provisions of paragraph (h) above.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and

writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and the breach of such covenant, if such covenant is capable of being cured, is not cured to Secured Party's satisfaction within fifteen (15) days after the sooner to occur of Debtor's receipt of notice of such breach from Secured Party or the date on which such failure first becomes known to any officer of Debtor; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement, with all notices to Debtor being sent in care of Borrower at Borrower's address set forth in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the

benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

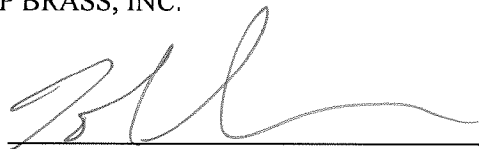
Address

10325 County Road 120
Salida, CO 81201

"Debtor"

TOP BRASS, INC.

By:


Toben Suarez, President

Address

8000 Maryland Avenue, Suite 1400
St. Louis, Missouri 63105

"Secured Party"

FIFTH THIRD BANK

By:


Mark Manning, Vice President

STATE OF Illinois)
COUNTY OF Madison) SS.

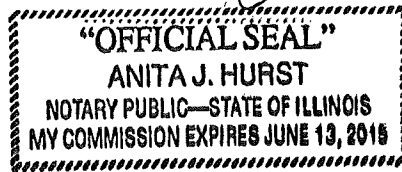
On this 1st day of September, 2011, before me appeared Toben Suarez, to me personally known, who being by me duly sworn did say that he is the President of Top Brass, Inc., a Colorado corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Anita J. Hurst
Notary Public

My Commission Expires:

June 13, 2015



STATE OF)
COUNTY OF) SS.

On this 15th day of September, 2011, before me appeared Mark Manning, to me personally known, who being by me duly sworn did say that he a Vice President of Fifth Third Bank, an Ohio banking corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mickie Le Sage
Notary Public

My Commission Expires:



EXHIBIT A

PATENTS

LIST OF PATENTS

Invention Name	Name(s) of Inventors	Date(s) of Filing	Application Number/Patent Number	Date(s) of Patents
Tray for Ammunition Cartridges	Daniel J. Scharch	February 27, 1991	Appl. 07/661,891 Patent 5,052,549	October 1, 1991
Ammunition Boxing Machine	Daniel J. Scharch	November 7, 1990	Appl. 07/610,397 Patent 5,052,167	October 1, 1991
Boxing Machine for Rimmed Ammunition	Daniel J. Scharch	August 14, 1991	Appl. 07/745,226 Patent 5,148,653	September 22, 1992
Multi-channel Apparatus for Visually Inspecting and Packaging Loose Ammunition Cartridges	Daniel J. Scharch	January 18, 1990	Appl. 07/466,869 Patent 5,054,363	October 8, 1991 <i>Expired</i>

EXHIBIT B
TRADEMARKS

MARK	APPLICATION NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE
1. LIONS CARTRIDGE	N/A	3,426,108	N/A	May 13, 2008
2. TOP BRASS	N/A	2,534,113	N/A	January 29, 2002