

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the names of the conveying parties previously recorded on Reel 004638 Frame 0328. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIM Metals & Alloys LP / AIM Metaux & Alliages S.E.C.		09/20/2011	LIMITED PARTNERSHIP: CANADA
AIM Metals & Alloys LP		09/20/2011	LIMITED PARTNERSHIP: CANADA
AIM Metaux & Alliages S.E.C.		09/20/2011	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank, as agent
Street Address:	Royal Trust Tower, 77 King St. West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2337010	AIM

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

10/13/2011

Total Attachments: 21

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 11, 2011

PTAS

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE NW, SUITE 430
WASHINGTON, DC 20005

900204124

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/07/2011

REEL/FRAME: 4638/0328
NUMBER OF PAGES: 19

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 938996

ASSIGNOR:

AIM PRODUCTS LLC

DOC DATE: 09/20/2011

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

THE TORONTO-DOMINION BANK, AS AGENT
ROYAL TRUST TOWER, 77 KING ST. WEST
TORONTO, ONTARIO, CANADA M5K 1A2

CITIZENSHIP: CANADA

ENTITY: CHARTERED BANK

SERIAL NUMBER: 75503650

REGISTRATION NUMBER: 2277808

MARK: CASTIN

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 06/17/1998

REGISTRATION DATE: 09/14/1999

SERIAL NUMBER: 75774952

REGISTRATION NUMBER: 2476486

MARK: CASTIN

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

FILING DATE: 08/13/1999

REGISTRATION DATE: 08/07/2001

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>AIM METALS & ALLOYS LP / AIM METAUX & ALLIAGES S.E.C.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Partnership</u></p> <p>Citizenship (see guidelines) <u>Quebec, Canada</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>THE TORONTO-DOMINION BANK, as agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Royal Trust Tower, 77 King St. West</u></p> <p>City: <u>Toronto, Ontario</u></p> <p>State: _____</p> <p>Country: <u>Canada</u> Zip: <u>M5K 1A2</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>chartered bank</u> Citizenship <u>Canada</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 20, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____


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

<p>A. Trademark Application No.(s)</p> <p>See Schedule I to Amended and Restated Intellectual Property Security Agreement</p>	<p>B. Trademark Registration No.(s)</p> <p>See Schedule I to A&R Intellectual Property Security Agreement</p>
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Additional sheet(s) attached? Yes No

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

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Loukia Harris, Paralegal, Loeb & Loeb LLP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>345 Park Avenue</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u> Zip: <u>10154</u></p> <p>Phone Number: <u>212-407-4149</u></p> <p>Fax Number: <u>212-214-0439</u></p> <p>Email Address: <u>lharris@loeb.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature:  10/07/2011
 Signature Date

Loukia Harris
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES:

AIM METALS & ALLOYS LP

AIM METAUX & ALLIAGES S.E.C.

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 20, 2011 (as amended, restated, supplemented and/or modified from time to time, this "Agreement"), is made by **AIM METALS & ALLOYS LP / AIM MÉTAUX & ALLIAGES S.E.C.**, a limited partnership organized under and pursuant to the provisions of the *Civil Code of Québec*, having its head office and principal place of business at 9100 Henri-Bourassa Boulevard East, Montreal, Quebec H1E 2S4 (the "Grantor"), in favor of **THE TORONTO-DOMINION BANK**, a Canadian chartered bank ("TDB"), as administration agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of September 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among American Iron & Metal Company Inc., a Canadian corporation ("Borrower"), various financial institutions named therein or which hereafter become a party thereto (collectively, the "Lenders"), the Agent, and the various guarantors party thereto, the Lenders have agreed to provide financial accommodations to the Borrower;

WHEREAS, pursuant to that certain Unlimited Guarantee, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee"), executed by the Grantor, the Grantor has guaranteed the obligations of the Borrower to the Agent and the Lenders under the Credit Agreement and the Net Exposure of each and every Lender and Hedging Affiliate;

WHEREAS, the Lenders are willing to enter into the Credit Agreement only upon the condition, among others, that Grantor shall have executed and delivered to the Agent this Agreement;

WHEREAS, the Grantor has derived or expects to derive a financial or other advantage from each and every loan, advance or extension of credit made under the Credit Agreement to the Borrower by the Lenders;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States or any political subdivision thereof, whether registered, or unregistered and whether

published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any state, or any similar office or agency of the United States, any state, any other political subdivision, or any other registry.

“Copyright Licenses” means all agreements pursuant to which the Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

“Indebtedness” means the Net Exposure of each and every Lender and Hedging Affiliate, the Obligations and all indebtedness, liabilities and obligations, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness and other liabilities and obligations are from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, of the Grantor to the Agent, the Lenders and/or Hedging Affiliates under, arising out of or in any way connected with the Credit Agreement, the Guarantee, the other Documents or otherwise, and all instruments, agreements and documents executed, issued and delivered pursuant thereto, and all indebtedness, liabilities and obligations, whether now existing or hereinafter incurred, of every kind and character, direct or indirect, and whether such indebtedness, liabilities and obligations are from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, of the Borrower to the Agent, the Lenders the Hedging Affiliates under, arising out of or in any way connected with the Credit Agreement, the Guarantee, the other Documents or otherwise, and all renewals, extensions, restructuring, and refinancings of any of the foregoing.

“Instrument” shall have the meaning provided in the Uniform Commercial Code as in effect from time to time in the State of New York.

“Intellectual Property” means any and all of the following: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” means all patents issued by the PTO, any similar office or agency of the United States, any state, or any other political subdivision or other registry, all recordings thereof, and all applications therefor.

“Patent Licenses” means all agreements pursuant to which the Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Proceeds” means “proceeds”, as such term is defined in the UCC and, in any event, shall include: (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any person or entity from time to time with respect to any Collateral; (b) any and all payments

(in any form whatsoever) made or due and payable to any person or entity from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, Governmental Authority, bureau or agency (or any person acting under color of Governmental Authority); (c) any claim of any person or entity against third parties (i) for past, present or future infringement of any Intellectual Property or (ii) for past, present or future infringement or dilution of any trademark or trademark license or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license; (d) any recoveries by any person or entity against third parties with respect to any litigation or dispute concerning any Collateral, including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral; and (e) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

“Trademarks” means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any state or any political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any state, any other political subdivision, any internet domain name registrar, or any other registry.

“Trademark Licenses” mean all agreements pursuant to which the Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” means the Uniform Commercial Code as the same may, from time to time be in effect in the State of New York; provided, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, the Agent’s lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such perfection, priority or remedies and for purposes of definitions related to such provisions; provided further, that to the extent that UCC is used to define any term herein or in any Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the

feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Credit Agreement or the Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement or any Document, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Lenders, the Hedging Affiliates and the Agent of the Obligations of the Grantor now or hereafter existing from time to time, the Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Lenders, the Hedging Affiliates and the Agent, a continuing security interest in and lien upon all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;

- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark application filed in the PTO on the basis of the Grantor's intent to use such trademark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Agent, in addition to the representations and warranties in the Credit Agreement and the Documents, that:

- (a) the Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any U.S. State, any internet domain name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;
- (b) the Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by the Grantor, and all registrations and applications for such Intellectual Property are standing in the name of the Grantor;
- (c) no Intellectual Property has been licensed or sublicensed by the Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto;
- (d) all Intellectual Property owned by the Grantor, including the items set forth on Schedules I to IV, and, to the Grantor's knowledge, all Intellectual Property licensed to the Grantor, is subsisting in good standing, valid, and enforceable and the Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by the Grantor in full force and effect;

- (e) the Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material;
- (f) the Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by the Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services; and
- (g) the Grantor is the owner of the Collateral free of all security interests or other encumbrances except as provided for in this Agreement and the Credit Agreement.

Section 4. COVENANTS. The Grantor covenants and agrees with the Agent, from and after the date of this Agreement, and in addition to the covenants in the Credit Agreement and the Documents, that:

- (a) the Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by the Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding the Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) the Grantor shall take all actions necessary, or requested by the Agent, to maintain and pursue each application for registration in respect of the Intellectual Property owned by the Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) in the event that any Intellectual Property owned by or exclusively licensed to the Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, the Grantor shall notify the Agent promptly after the Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as the Agent shall deem appropriate under the circumstances to protect the Grantor's rights in such Intellectual Property;

- (d) the Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) the Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by the Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and the Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) the Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business; and
- (g) promptly upon the filing of a statement of use or amendment to allege use with the PTO relating to any trademark application, the Grantor shall amend Schedule I hereto to include such trademark application.

Section 5. DEED OF HYPOTHEC. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantor to the Agent, for the ratable benefit of the Lenders, the Hedging Affiliates and the Agents pursuant to a Deed of Hypothec, dated as of October 31, 2008 (the "Deed"), executed by the Grantor and the Agent. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral made and granted herein are more fully set forth in the Deed. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Deed.

Section 6. RIGHTS AND REMEDIES ON DEFAULT.

- (a) The Grantor agrees that, if an Event of Default shall have occurred and be continuing, then and in every such case, the Agent, in addition to any rights now or hereafter existing under applicable law and those rights granted herein and in any other agreement now or hereafter in effect between the Grantor and the Agent, shall have all rights as a secured creditor under any UCC, and such additional rights and remedies to which a secured creditor is entitled under the laws in effect, in all relevant jurisdictions.
- (b) Upon the existence or occurrence and continuation of an Event of Default, the Agent may: (i) enforce, compromise, settle or discharge the Collateral without discharging the Indebtedness or any part thereof; and (ii) indorse Debtor's name on any and all checks, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- (c) If any Event of Default shall have occurred and be continuing, then any Collateral, whether or not so repossessed by the Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or

as an entirety, and in general in such manner, at such time or times, at such place or places and on such terms as the Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' prior written notice to the Grantor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 days after the giving of such notice, to the right of the Grantor or any nominee of the Grantor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' prior written notice to the Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Agent's option, be subject to reserve), after publication of notice of such auction (where required by applicable law) not less than 10 days prior thereto. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned. To the extent permitted by any such requirement of law, the Agent and/or any Lender may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the Grantor. If, under mandatory requirements of applicable law, the Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the Grantor as hereinabove specified, the Agent need give the Grantor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law. The Grantor agrees to do or cause to be done all such other acts and things as may be reasonably necessary to make such sale or sales of all or any portion of the Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales, all at the Grantor's expense.

- (d) The Grantor agrees to pay on demand all reasonable costs and expenses incurred by the Agent in enforcing this Agreement, in realizing upon or protecting any Collateral and in enforcing and collecting any Indebtedness or any guaranty thereof, including, without limitation, if the Agent retains counsel for advice, suit, appeal, insolvency or other proceedings under any bankruptcy or insolvency law or otherwise, or for any of the above purposes, reasonable attorneys' fees incurred by the Agent. Payment of all sums hereunder constitutes Indebtedness secured by the Collateral.

Section 7. POWER OF ATTORNEY. The Grantor hereby appoints the Agent, or any other person or entity whom the Agent may designate as the Grantor's attorney, with power: (a)(i) to file financing statements and other evidence of liens granted hereunder against the Grantor covering the Collateral (and, in connection with the filing of any such financing statements, describe the Collateral as "all assets and all personal property, whether now owned and/or hereafter acquired" (or any substantially similar variation thereof)); (ii) in the case of any Intellectual Property, to execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in such Intellectual Property and the goodwill and general intangibles of the Grantor relating thereto or represented thereby; and (iii) to do all other things the Agent deems reasonably necessary to carry out the terms of Section 2 of this Agreement and (b) upon the occurrence and during the continuance of an Event of Default to do all things reasonably necessary to carry out this Agreement, the Deed and all related documents. The Grantor hereby ratifies and approves all acts of the attorney. Neither the Agent nor the attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable so long as the Agent has a security interest and until the Obligations have been fully satisfied.

Section 8. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 9. INDEMNIFICATION. The Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and the Grantor hereby indemnifies and holds the Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by the Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Agent or the Lenders.

Section 10. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

Section 11. TERMINATION OF THIS AGREEMENT. Subject to Section 8 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and the Net Exposure of each and every Lender and Hedging Affiliate and irrevocable termination of the Credit Agreement, the Guarantee and the other Documents.

Section 12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Section 13. COUNTERPARTS; SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be any original signature hereto.

Section 14. MISCELLANEOUS.

- (a) No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made, except by a written agreement subscribed by the Grantor and the Agent.
- (b) This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Agent and the Lenders and their successors and assigns.
- (c) The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Section 15. AMENDMENT AND RESTATEMENT. As of the date of this Agreement, the terms, conditions, covenants, agreements, representations and warranties contained in the Intellectual Property Security Agreement dated as of October 31, 2008 (the "Original IP Security Agreement") shall be deemed amended and restated in their entirety as set forth in this Agreement and the Original IP Security Agreement shall be consolidated with and into and superseded by this Agreement; provided, however, that nothing contained in this Agreement shall impair or affect the liens on the Collateral heretofore pledged, granted and/or assigned by Grantor to the Agent under the Original IP Security Agreement, except as otherwise herein provided.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first written above.

**AIM METALS & ALLOYS LP/AIM MÉTAUX
& ALLIAGES S.E.C.**

acting through its general partner

**AIM METALS & ALLOYS GP INC. / AIM
MÉTAUX & ALLIAGES GP INC.**

By: _____

Name: Jeffrey Crystal

Title: Authorized representative

By: _____

Name: Michael F. Bomersback

Title: Authorized representative

ACCEPTED and ACKNOWLEDGED by:

THE TORONTO-DOMINION BANK,
as Agent

By: _____

Name: Michael A. Freeman

Title: Vice President, Loan Syndications - Agency

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first written above.

**AIM METALS & ALLOYS LP/AIM MÉTAUX
& ALLIAGES S.E.C.**
acting through its general partner


**AIM METALS & ALLOYS GP INC. / AIM
MÉTAUX & ALLIAGES GP INC.**

By: _____
Name: Jeffrey Crystal
Title: Authorized representative

By: _____
Name: Michael F. Bomersback
Title: Authorized representative

ACCEPTED and ACKNOWLEDGED by:

THE TORONTO-DOMINION BANK,
as Agent

By: 
Name: Michael A. Freeman
Title: Vice President, Loan Syndications - Agency


NY974131

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK
REEL: 004640 FRAME: 0708

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
	United States of America	75268542	2337010	April 4, 2000

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

IV. INTERNET DOMAIN NAMES

None.

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS

<u>COUNTRY</u>	<u>PATENT TITLE</u>	<u>PATENT NO.</u>	<u>DATE</u>
United States of America	Lead-free bismuth free tin alloy solder composition	5,352,407	October 4, 1994
United States of America	Lead-free bismuth free tin alloy solder composition	5,405,577	April 11, 1995

II. PATENT APPLICATIONS

<u>COUNTRY</u>	<u>APPLICATION TITLE</u>	<u>APPLICATION NO.</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>
United States of America	Tin alloy solder compositions	20060263234	11/432,299	November 23, 2006

III. PATENT LICENSES

None.

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

None.