

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
Wolverine Tube, Inc.		10/28/2011	CORPORATION: DELAWARE
Wolverine Joining Technologies, LLC		10/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue, 44th Floor
Internal Address:	ABL Regional Portfolio Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2863455	SILVACORE
Registration Number:	2852703	TURBO
Registration Number:	2607551	MICROHEAT
Registration Number:	1990926	TURBO-BIII
Registration Number:	1889597	FORGE-FIN
Registration Number:	1800436	TURBO-C II
Registration Number:	1431713	TURBO-C
Registration Number:	1431712	TURBO-B
Registration Number:	0917516	WOLVERINE
Registration Number:	0418091	TRUFIN
Registration Number:	2002515	SILVABRITE
Registration Number:	1925042	SILVABRITE 100

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Registration Number:	2002514	SILVALOY
Registration Number:	1962014	ULTRA FLUX
Registration Number:	3505037	CAPILATOR
Registration Number:	3457558	W
Registration Number:	3832460	MICRO COOL
Registration Number:	3764957	ENGINEERING THERMAL INNOVATION
Registration Number:	4015009	W WOLVERINE TUBE, INC. ENGINEERING THERMAL INNOVATION
Serial Number:	85389890	MICROCOOL
Serial Number:	85414033	MICROCOOL-CLAD

CORRESPONDENCE DATA

Fax Number: (617)341-7701
Email: mary.hurley@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Mary F Hurley
Address Line 1: 225 Franklin Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	033697-03.0443
NAME OF SUBMITTER:	Mary F Hurley
Signature:	/Mary F Hurley/
Date:	11/15/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 28, 2011 (as amended, amended and restated, restated supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Wolverine Tube, Inc., a Delaware corporation (the “Company”), Wolverine Joining Technologies, LLC, a Delaware limited liability company (“Joining Technologies” and together with the Company, each, individually, a “Borrower” and collectively, the “Borrowers”), the other “Loan Parties” party thereto, the lenders party thereto (the “Lenders”) and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to that certain Security Agreement dated as of October 28, 2011 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors and the Administrative Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1 - Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Administrative Agent, Lenders and the other holders of the Secured Obligations, a security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned by or to, or licensed from or to, such Grantor, and regardless of where located other than Excluded Property (all of which will be collectively referred to as the “Trademark Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations:

a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

b) all renewals and extensions of the foregoing;

c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 - Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the 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.

Section 4 - Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5 - Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 - Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws (and not the laws of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

Section 7 - Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Administrative Agent, the Lenders and the other holders of the Secured Obligations and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

WOLVERINE TUBE, INC.,
as Grantor

By: Harold Karp
Name: HAROLD KARP
Title: President

WOLVERINE JOINING TECHNOLOGIES, LLC,
as Grantor

By: Harold Karp
Name: HAROLD KARP
Title: President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Robert A. Kardius
Name: Robert A. Kardius
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Please see attached.

All Trademarks are owned by the Company unless specifically noted.

MATTER NO.	MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	STATUS
OWS18-093161/46315-282649	SILVACORE	UNITED STATES	76-485,794	1/29/2003	2,863,455	7/13/2004	REGISTERED
OWS18-093158/46315-255559	TURBO	UNITED STATES	76-474,589	12/6/2002	2,852,703	6/15/2004	REGISTERED
OWS18-093164/46315-261874	MICROHEAT	UNITED STATES	76-338,658	11/15/2001	2,607,551	8/13/2002	REGISTERED
OWS18-093156/46315-261082	TURBO-B III	UNITED STATES	74-646,829	3/15/1995	1,990,926	8/6/1996	REGISTERED
OWS18-093666/46315-262889	FORGE-FIN	CANADA	0377110	7/17/1974	TMA210325	10/31/1975	REGISTERED
OWS18-093166/46315-262868	FORGE-FIN	UNITED STATES	74-501,568	3/18/1994	1,889,597	4/18/1995	REGISTERED
OWS18-093154	TURBO-C II	UNITED STATES	74-336,083	12/2/1992	1,800,436	10/26/1993	REGISTERED
OWS18-093350/46315-262923	TURBO-DX	CANADA	0606138	5/3/1988	TMA366460	3/9/1990	REGISTERED
OWS18-093155/46315-262929	TURBO-C	UNITED STATES	73-611,149	7/24/1986	1,431,713	3/10/1987	REGISTERED
OWS18-093157/46315-262943	TURBO-B	UNITED STATES	73-611,148	7/24/1986	1,431,712	3/10/1987	REGISTERED
OWS18-093349/46315-262869	CAPILATOR	CANADA	0238520	12/3/1956	TMA108204	10/4/1957	REGISTERED
OWS18-093354/46315-262918	WOLVERINE	BRAZIL			814055575	9/26/1989	REGISTERED
OWS18-093150/46315-261088	WOLVERINE	UNITED STATES	72-378,157	12/8/1970	0,917,516	8/3/1971	REGISTERED
OWS18-093351/46315-262876	TRUFIN	CANADA	0238519	12/3/1956	TMA107832	8/30/1957	REGISTERED
OWS18-093336/46315-262890	TRUFIN	GERMANY	C 6683 4WZ	11/6/1956	704291	7/9/1957	REGISTERED
OWS18-093303/46315-262903	TRUFIN	UNITED KINGDOM	8976867	6/25/1971	976867	6/25/1971	REGISTERED
OWS18-093299/46315-262902	TRUFIN	UNITED KINGDOM	976868	6/25/1971	976868	6/25/1971	REGISTERED
OWS18-093159/46315-262877	TRUFIN	UNITED STATES	71-473,902	9/5/1944	0,418,091	12/4/1945	REGISTERED
OWS18-093328/46315-262921	TURBO-DX	FRANCE	INPI921073	4/18/1988	1461308	4/18/1988	REGISTERED
OWS18-09341/46315-262914	W (& Design)	CANADA	0403502	10/26/1976	225372	1/13/1978	REGISTERED
OWS18-09319/46315-262913	VERSATUBE	CANADA	0238528	12/3/1956	TMA107833	8/30/1957	REGISTERED
OWS18-093163/46315-261090	SILVABRITE	UNITED STATES	74-672,842	5/12/1995	2,002,515	9/24/1996	REGISTERED
OWS18-093301/46315-261094	SILVABRITE	VENEZUELA			126348F	1/16/1987	REGISTERED
OWS18-093348/46315-261089	SILVABRITE 100	CANADA	628542	3/29/1989	TMA372715	8/31/1990	REGISTERED
*OWS18-093326/46315-261095	SILVABRITE 100	JAPAN	1400887	2/14/1987	2230640	5/31/1990	REGISTERED
OWS18-093162/46315-261083	SILVABRITE 100	UNITED STATES	74-545,957	7/5/1994	1,925,042	10/10/1995	REGISTERED
OWS18-093160/46315-261091	SILVALOY	UNITED STATES	74-672,841	5/12/1995	2,002,514	9/24/1996	REGISTERED
OWS18-093300/46315-261092	SILVALOY	VENEZUELA			133035	2/2/1988	REGISTERED

* Held by Joining Technologies

OW518-093304/46315-262895	TRUFIN	JAPAN	9320969	10/23/1969	1373162	2/27/1979	REGISTERED
OW518-093317/46315-262937	TURBO-B	MEXICO	352875	1/7/1988	352875	9/21/1988	REGISTERED
OW518-093302/46315-262929	TURBO-C	MEXICO	350073	1/7/1988	350073	6/1/1988	REGISTERED
OW518-93329/46315-262920	WOLVERINE TUBE "TURBO-DX"	GERMANY	1130255	4/18/1988	1130255	11/9/1988	REGISTERED
OW518-093316/46315-262924	TURBO-DX	MEXICO	350057	3/10/1988	350057	7/1/1988	REGISTERED
OW518-093151/46315-261093	ULTRA FLUX	UNITED STATES	74-665,975	4/19/1995	1,962,014	3/12/1996	REGISTERED
OW518-093355/46315-262922	TURBO-DX	BRAZIL	814055613	9/26/1989	814055613	9/26/1989	REGISTERED
OW518-093627/NO KS #	CAPILATOR	UNITED STATES	77-403,491	2/22/2008	3,505,037	9/23/2008	REGISTERED
OW519-92953/NO KS #	W (& Streak Design)	UNITED STATES	77-318,076	10/31/2007	3,457,558	7/1/2008	REGISTERED
OW518-098788/NO KS #	W (& Streak Design)	INDIA	1720692	8/12/2008			PENDING
OW518-098670/NO KS #	MICRO COOL	UNITED STATES	77-515,468	7/7/2008	3,832,460	8/10/2010	REGISTERED
OW518-104204-CTM/NO KS #	ENGINEERING THERMAL INNOVATION	EUROPEAN UNION (CTM)	1008511	7/2/2009	1008511	7/2/2009	REGISTERED
OW518-101186/NO KS #	ENGINEERING THERMAL INNOVATION	UNITED STATES	77-643,915	1/6/2009	3,764,957	3/23/2010	REGISTERED
OW518-104204-WO/NO KS #	ENGINEERING THERMAL INNOVATION	WIPO			1008511	7/2/2009	REGISTERED
OW518-301004CN	W WOLVERINE TUBE, INC. ENGINEERING THERMAL INNOVATION (& Design)	CHINA	1053548	9/8/2010	1053548	9/8/2010	REGISTERED
OW518-301004JP	W WOLVERINE TUBE, INC. ENGINEERING THERMAL INNOVATION (& Design)	JAPAN	1053548	11/9/2010			PENDING
OW518-301003	W WOLVERINE TUBE, INC. ENGINEERING THERMAL INNOVATION (& Design)	UNITED STATES	85-121,512	9/2/2010	4,015,009	8/23/2011	REGISTERED
OW518-301004WO	W WOLVERINE TUBE, INC. ENGINEERING THERMAL INNOVATION (& Design)	WIPO			1053548	9/8/2010	REGISTERED
00W518-301034	MICROCOOL	UNITED STATES	85-389,890	8/4/2011			PENDING
OW518-301038WO	MICROCOOL	WIPO					MAILED
OW518-301040	MICROCOOL-CLAD	UNITED STATES	85-414,033	9/2/2011			PENDING
00W518-301041	MICROCOOL-CLAD	WIPO					MAILED