

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
Kreher Steel Company, LLC		04/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
Special Metals, Inc.		04/05/2012	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Depot Metal, LLC, as Agent
Street Address:	1420 Kensington Road
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	BMO Harris Bank, N.A., as Agent
Street Address:	111 West Monroe Street
Internal Address:	5W
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2183700	KREHER STEEL

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (312) 609-7838

CH \$40.00 2183700

Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42923000002-D.SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/23/2012

Total Attachments: 7

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS (this "*Confirmatory Assignment*") is dated as of April 5, 2012, by and from KREHER STEEL COMPANY, LLC, a Delaware limited liability company ("*Kreher Steel*"), SPECIAL METALS, INC., an Oklahoma corporation ("*Special Metals*"; Kreher Steel and Special Metals are collectively referred to herein as the "*Borrowers*"), DEPOT METAL, LLC, a Delaware limited liability company ("*Parent*"; Kreher Steel, Special Metals, and Parent are collectively and individually referred to herein as the "*Grantor*") and BMO HARRIS BANK, N.A., a national banking association, as Administrative Agent (in such capacity, together with its successors and assigns, the "*Grantee*") for itself and the other lenders (the "*Lenders*") party to that certain Credit and Guaranty Agreement dated as of the date hereof by and among the Grantor, Grantee and the Lenders (as amended, restated, supplemented, or otherwise modified or refinanced from time to time, the "*Credit Agreement*").

WHEREAS, the Grantor, as debtor, and the Grantee, as secured party, have entered into a Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantor has granted the Grantee a security interest in substantially all of the Grantor's personal property and assets;

WHEREAS, the Grantor is the owner of the patents listed on Exhibit A-1 attached hereto (the "*Patents*"), the trademarks listed on Exhibit A-2 attached hereto and the goodwill of the business in connection therewith (the "*Trademarks*"), and the copyrights listed on Exhibit A-3 attached hereto (the "*Copyrights*"); which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Assignment is being entered into in conjunction with the security interest granted to the Grantee under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the prompt performance and payment of all the Secured Obligations.

(b) The Grantor hereby assigns and grants to the Grantee, for the benefit of the Lenders, a security interest in (1) all of the the Grantor's right, title and interest in and to the Patents, Trademarks, and Copyrights, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) The Grantor shall promptly notify the Grantee in writing of any additional patents, trademarks or copyrights acquired by the Grantor after the date hereof that are material to the business of Grantor, and shall, upon the request of the Grantee, submit to the Grantee a supplement to Exhibit A-1, A-2 or A-3, as applicable, to reflect such additional patents, trademarks or copyrights (provided that any failure to do so shall not impair the Grantee's security interest therein).

(d) The rights and remedies of the Grantee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Confirmatory Assignment is deemed to conflict with any provision of the Security Agreement, the provision of the Security Agreement shall govern and control.

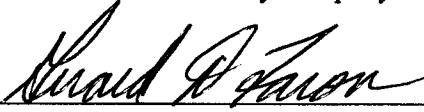
(Signature Pages Follow)

*(Signature Page to Confirmatory Assignment of Security Interest
in Patents, Trademarks, and Copyrights)*

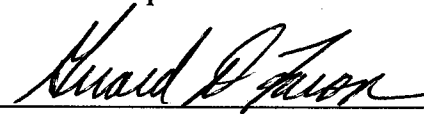
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Assignment effective as of the above-indicated date.

GRANTOR:

KREHER STEEL COMPANY, LLC,
a Delaware limited liability company

By 
Gerard D. Faron
Chief Financial Officer

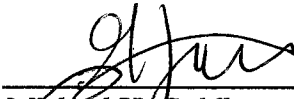
SPECIAL METALS, INC.,
an Oklahoma corporation

By 
Gerard D. Faron
Chief Financial Officer

*(Signature Page to Confirmatory Assignment of Security Interest
in Patents, Trademarks, and Copyrights)*

GRANTOR:

DEPOT METAL, LLC,
a Delaware limited liability company

By 

Michael H. Goldberg
President

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

EXHIBIT A-1

SCHEDULE OF PATENTS

None.

Exhibit A-1

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
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EXHIBIT A-2

SCHEDULE OF TRADEMARKS

Grantor	Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
KREHER STEEL COMPANY, LLC	KREHER STEEL	2183700	8/25/1998	carbon, alloy, stainless and tool steel in sheet, rod, bar and/or billet form

Exhibit A-2

CHICAGO/#2292093.1

**TRADEMARK
REEL: 004762 FRAME: 0861**

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

EXHIBIT A-3

SCHEDULE OF COPYRIGHTS

None.

Exhibit A-3

CHICAGO/#2292093.1

RECORDED: 04/23/2012

**TRADEMARK
REEL: 004762 FRAME: 0862**