

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GBC Metals, LLC		06/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Ave. 11th Floor, MAC N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3278690	BLUE DOT
Registration Number:	1592731	COPPERBOND
Registration Number:	3797470	CUVERRO
Registration Number:	3839233	CUVERRO
Registration Number:	0899524	FINEWELD
Registration Number:	3966538	GREEN DOT
Registration Number:	0904150	
Registration Number:	3482927	
Registration Number:	3919976	
Registration Number:	0822255	POSIT-BOND
Registration Number:	1790123	S
Registration Number:	0940833	SOMERS THIN STRIP

CORRESPONDENCE DATA

CH \$315.00 3278690

Fax Number: 2124920603

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: lsilber@paulweiss.com, aashville@paulweiss.com

Correspondent Name: Lindsay N. Silber

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18725-008
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	06/01/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by GBC Metals, LLC (the “**Grantor**”) in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of June 1, 2012 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Notes Collateral Agent pursuant to which the Grantor granted a security interest to the Notes Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant

to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application, or the Trademark that is the subject thereof, under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

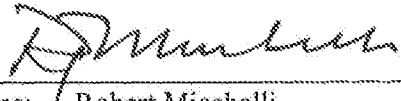
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GBC METALS, LLC

By: 
Name: Robert Micchelli
Title: Chief Financial Officer

[Signature Page to GBC Metals, LLC Trademark Security Agreement]

TRADEMARK
REEL: 004793 FRAME: 0820

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 

Name:

Title: **Richard Prokocch**
Vice President

[Signature Page to GBC Metals, LLC Trademark Security Agreement]

TRADEMARK
REEL: 004793 FRAME: 0821

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Country	Application No.	Registration No.	Status
Classes	Filing Date	Registration Date	Next Renewal
United States of America 06 Int. Mark: BLUE DOT Owner: GBC Metals, LLC	77/022428 17-Oct-2006	3278690 14-Aug-2007	Registered 14-Aug-2017
United States of America 06 Int. Mark: COPPERBOND Owner: GBC Metals, LLC	73/643729 09-Feb-1987	1592731 24-Apr-1990	Registered 24-Apr-2020
United States of America 06 Int. Mark: CUVERRO Owner: GBC Metals, LLC	77/790483 27-Jul-2009	3797470 01-Jun-2010	Registered 01-Jun-2020
United States of America 06 Int. Mark: CUVERRO & Design Owner: GBC Metals, LLC	77/845818 09-Oct-2009	3839233 24-Aug-2010	Registered 24-Aug-2020
United States of America 13 Int. Mark: FINEWELD Owner: GBC Metals, LLC	72/350604 05-Feb-1970	0899524 29-Sep-1970	Registered 29-Sep-2020
United States of America 06 Int. Mark: GREEN DOT Owner: GBC Metals, LLC	77/022452 17-Oct-2006	3966538 24-May-2011	Registered 24-May-2021

Country Classes	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
United States of America 13 Int. Mark: MISCELLANEOUS DESIGN	72/349885 28-Jan-1970	0904150 15-Dec-1970	Registered 15-Dec-2020
Owner: GBC Metals, LLC			
United States of America 06 Int. Mark: MISCELLANEOUS DESIGN (BLUE DOT)	77/022442 17-Oct-2006	3482927 12-Aug-2008	Registered 12-Aug-2018
Owner: GBC Metals, LLC			
United States of America 06 Int. Mark: MISCELLANEOUS DESIGN (GREEN DOT)	77/022467 17-Oct-2006	3919976 15-Feb-2011	Registered 15-Feb-2021
Owner: GBC Metals, LLC			
United States of America 14 Int. Mark: POSIT-BOND	72/235219 23-Dec-1965	0822255 17-Jan-1967	Registered 17-Jan-2017
Owner: GBC Metals, LLC			
United States of America 06 Int. Mark: S and Design	74/328284 04-Nov-1992	1790123 31-Aug-1993	Registered 31-Aug-2013
Owner: GBC Metals, LLC			
United States of America 14 Int. Mark: SOMERS THIN STRIP	72/385234 02-Mar-1971	094033 15-Aug-1972	Registered 15-Aug-2012
Owner: GBC Metals, LLC			