



## TRADEMARKS

Description	Registration No.	Issue Date	Country
Follansbee	1483046	4/5/1988	USA
TCS	1628909	12/25/1990	USA
Follansbee	1647860	6/18/1991	USA
Enviro-Metal	1773401	5/25/1993	USA
Mister Lifter	1836571	5/17/1994	USA
TCS	1857480	10/11/1994	USA
Handy Lift	2107890	10/21/1997	USA
ZT	2191319	9/22/1998	USA
Terne II	2293744	11/16/1999	USA
Tcs II	2307859	1/11/2000	USA
ZT Alloy	2362954	6/27/2000	USA
Klassickolors	2872729	8/10/2004	USA
TCS Satin	3604472	4/7/2009	USA

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of June, 2012, by and between REVERE COPPER PRODUCTS, INC., a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo" or "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of November 13, 1997 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Grantor and Secured Party, the Secured Party has previously made, and may hereafter make, loans and certain other financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and; and

WHEREAS, the Secured Party is willing to make such loans and financial accommodations to Grantor as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Secured Party this Patent Security Agreement; and

WHEREAS, pursuant to that certain letter agreement re: Consent to Asset Acquisition Transaction with The Louis Berkman LLC West Virginia d/b/a Follansbee Steel, dated on or about the date hereof, executed between Grantor and Secured Party, Grantor is required to execute and deliver this Patent Security Agreement to Secured Party;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement and this Trademark Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (as defined below) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

For the purposes hereof, "Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"). (A) any licenses or other similar rights provided to the Specified Party in or with respect to intellectual property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses).

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Financing Agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

REVERE COPPER PRODUCTS INC.  
as Grantor

By: CA Halpin, TREASURER  
Name:  
Title:

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Secured Party

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

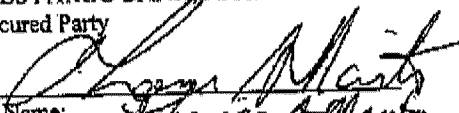
REVERE COPPER PRODUCTS INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: Thomas J. Maguire  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

[See attached.]

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