

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
Horsehead Corporation		07/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	150 Fourth Avenue North		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1834219	ECOLOAM	
Registration Number:	3573990	ECOTITE	
Registration Number:	521196	FLORENCE	
Registration Number:	544503	FLORENCE	
Registration Number:	3511090	HORSEHEAD CORPORATION LEADING THE WORLD IN ZINC RECYCLING	
Registration Number:	174809	KADOX	
Registration Number:	534629	XX	
Registration Number:	1033496	ZINSTABE	
Registration Number:	2798379	ZINVISIBLE	
Serial Number:	85544605	HORSEHEAD	
CORRESPONDENCE DATA			
Fax Number:	9177773906		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 1834219

via US Mail.

Phone: (212) 735-3906
Email: Faith.Robinson@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Attn: John Deming, Esq.
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	156420/1
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	07/27/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of July 26, 2012, by HORSEHEAD CORPORATION, a Delaware corporation located at 4955 Steubenville Pike, Suite 405 Pittsburgh, PA 15205 (the “Grantor”), in favor of U.S. Bank National Association, a national association organized and existing under the laws of the United States located at 150 Fourth Avenue North, Nashville, Tennessee 37219, as collateral agent (in such capacity, including any successor thereto, the “Collateral Agent”) for the Indenture Holders (as defined in the Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Grantor owns the Trademarks registrations and applications listed as owned by the Grantor on Schedule 1 annexed hereto; and

WHEREAS, the Grantor is a party to that certain Horsehead Security Agreement dated as of July 26, 2012 (as amended, amended and restated, supplemented or otherwise modified, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement) among Horsehead Holding Corp., Horsehead Corporation and the other grantors party thereto, in favor of the Collateral Agent;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor collaterally assigned and pledged to the Collateral Agent, and granted to the Collateral Agent, for the benefit of the Indenture Holders, a security interest in, and lien on, all of the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time may acquire any right, title or interest, as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Indenture Obligations; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Indenture Holders, to enter into the Indenture and to induce the Indenture Holders to purchase the Notes, the Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Indenture Holders, a security interest in, and lien on, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Indenture Obligations:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, Internet domain names and other source or business identifiers;

(b) all registrations and applications thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (including, without limitation, those set forth on Schedule 1 annexed hereto);

- (c) all goodwill connected with the use thereof and symbolized thereby;
- (d) all rights and privileges arising under applicable Law with respect to the use of any of the foregoing;
- (e) all reissues, extensions and renewals thereof;
- (f) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements, dilutions or other violations thereof;
- (g) all rights to sue for past, present or future infringements, dilutions or other violations thereof; and
- (h) all rights corresponding thereto throughout the world.

Notwithstanding anything herein to the contrary, the "Trademark Collateral" shall not include any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; *provided* that, upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall cease to be considered excluded from the Trademark Collateral.

SECTION 2. Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 3. Term. This Agreement shall be coterminous with the Security Agreement, as such term is set forth therein.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement with respect to Lien priority or rights and remedies in connection with the Shared Collateral (as defined in the ABL Intercreditor Agreement), the terms of the ABL Intercreditor Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic transmission (e.g. "pdf")), each of which shall constitute an original but all of which when taken together shall constitute one and the same instrument.

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

HORSEHEAD CORPORATION

By:  
Name: Robert D. Scherich
Title: Vice President and Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004830 FRAME: 0526

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. Date (Ser. Date)	Reg. No. (Ser. No.)	Owner	Status
ECOLOAM	5/3/1994	1,834,219	Horsehead Corporation	Registered
ECOTITE	2/10/2009	3,573,990	Horsehead Corporation	Registered
FLORENCE	2/21/1950	521,196	Horsehead Corporation	Registered
FLORENCE	7/3/1951	544,503	Horsehead Corporation	Registered
HORSEHEAD	(2/16/2012)	(85/544,605)	Horsehead Corporation	Pending
HORSEHEAD CORPORATION LEADING THE WORLD IN ZINC RECYCLING and Design	10/7/2008	3,511,090	Horsehead Corporation	Registered
KADOX	10/23/1923	174,809	Horsehead Corporation	Registered
XX	12/12/1950	534,629	Horsehead Corporation	Registered
ZINSTABE	2/17/1976	1,033,496	Horsehead Corporation	Registered
ZINVISIBLE	12/23/2003	2,798,379	Horsehead Corporation	Registered