

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
Superior Tube Company, Inc.		09/11/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2892629	SUPERIOR TUBE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2155572049		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-988-3095		
Email:	vaitl@blankrome.com		
Correspondent Name:	Jonathan R. Vaitl		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01899		
NAME OF SUBMITTER:	Jonathan R. Vaitl		
Signature:	/Jonathan R Vaitl/		

CH \$40.00 2892629

Date:

10/08/2012

Total Attachments: 12

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The Liens created by this Trademark Security Agreement on the collateral described herein and therein, and the rights and remedies of Agent and Lenders with respect to such Liens, are subject to the provisions of the Intercreditor Agreement dated as of September 11, 2012, as amended, restated, amended and restated, supplemented or modified from time to time, among ICON Agent, LLC, as Term Debt Representative (or any successor thereto in such capacity), PNC Bank, National Association and PNC Financial Services UK LTD, collectively as ABL Representative (or any successor thereto in such capacity).

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of September, 2012 by **SUPERIOR TUBE COMPANY, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders referred to below.

WITNESSETH

WHEREAS, Grantor, is party to that certain Revolving Credit, Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **ST ACQUISITION CORP.**, a corporation organized under the laws of the State of Delaware (together with each other Person organized under the laws of the United States or any State or territory thereof joined hereto as a borrower from time to time specifically including, immediately upon execution and delivery of the Superior Tube Assumption and Joinder, **SUPERIOR TUBE COMPANY, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania (collectively, "Borrowers" and each, a "Borrower"), Grantor, as one of the initial Guarantors (which such initial Guarantors shall also include, immediately upon the execution of the Fine Tubes Joinder, **FINE TUBES LIMITED**, a private limited company organized under the laws of England and Wales with company number 00381159), **TUBES HOLDCO LIMITED**, a private limited company organized under the laws of England and Wales with company number 08087520, the other Guarantors party thereto from time to time, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Lenders") and Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark registration, and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any renewals or divisions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The pledge and security interest described herein shall continue in effect to secure (x) the prompt payment and performance of the Obligations to the US Finance Parties and (y) the prompt payment and performance of the UK Obligations to the UK Finance Parties, in each such case from time to time incurred or arising unless and until such Obligations and UK Obligations have been paid and satisfied in full and all commitments of the US Finance Parties to make Revolving Advances or other advances of credit under the Credit Agreement and all commitments of the UK Finance Parties to purchase receivables and/or make advances of credit under the UK Financing Documents have been terminated.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks owned by Grantor, applied for by Grantor, or registered to Grantor as of the date of this Agreement.


4. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUPERIOR TUBE COMPANY, INC.

By: 
Name: Dale S. Okonow
Title: Vice President and Secretary

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

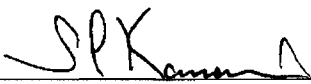
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUPERIOR TUBE COMPANY, INC.

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: S P KANARIAN
Title: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Superior Tube Company, Inc.


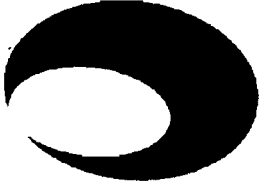


Trademark Registration Number 2892629 for "Superior Tube Company, Inc." name and logo trademark owned by Superior Tube Company, Inc.



ST Acquisition Corp.

None.

Fine Tubes Limited

Status	Trademark No.	Notes/Sub-Status	Country	Trademark	Expiry date
Registration	302059	Old logo	EU (CTM)		02/07/2016
Registration	1869627	Device only	EU (CTM)		24/09/2020
Registration	2540687		UK		02/03/2020
Application	2051245	Refusal, evidence of use to be submitted as soon as possible	India		

Registration	1061830	Current logo	International (WIPO) Designating the countries listed below:		02/11/2020
	1061830	Protected	Albania		
	1061830	Protected / awaiting notification of grant	Australia		
	1061830	Protected	Bahrain		
	1061830	Protection granted 26/01/2012	Bosnia & Herzegovina		
	1061830	Objections raised, submissions filed, awaiting decision June 2013	China		
	1061830	Protection granted 26/01/2012	Croatia		
	1061830	Protected	Egypt		
	1061830	Protection granted 29/12/2012	Georgia		
	1061830	Protected	Iceland		
	1061830	Protection granted 23/02/2012	Japan		
	1061830	Protected	Liechtenstein		
	1061830	Protection granted 26/07/2012	Macedonia		
	1061830	Protection granted 01/09/2011	Norway		

	1061830	Protected	Oman		
	1061830	Protected, awaiting notification of grant	Russian Federation		
	1061830	Protection granted 26/01/2012	Serbia		
	1061830	Protection granted 11/08/2011	Singapore		
	1061830	Protection granted 01/03/2012	Switzerland		
	1061830	Protected	Turkey		
	1061830	Protection granted 29/12/2011	Ukraine		
	1061830	Protection granted 02/28/2012	United States of America		
	1061830	Protection granted 08/12/2012	EU (CTM)		

NOTE:

- A Community Trade Mark (CTM) extends to the member states of the EU
- The Member states of the EU and year of entry are as follows:

1. Austria (1995)
2. Belgium (1952)
3. Bulgaria (2007)
4. Cyprus (2004)
5. Czech Republic (2004)
6. Denmark (1973)
7. Estonia (2004)
8. Finland (1995)
9. France (1952)
10. Germany (1952)
11. Greece (1981)
12. Hungary (2004)
13. Ireland (1973)
14. Italy (1952)
15. Latvia (2004)
16. Lithuania (2004)

17. Luxembourg (1952)
18. Malta (2004)
19. Netherlands (1952)
20. Poland (2004)
21. Portugal (1986)
22. Romania (2007)
23. Slovakia (2004)
24. Slovenia (2004)
25. Spain (1986)
26. Sweden (1995)
27. United Kingdom (1973)

Tubes Holdco Limited

None.

POWER OF ATTORNEY

Dated September 11, 2012

SUPERIOR TUBE COMPANY, INC., a Pennsylvania corporation (“Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain Revolving Credit, Guaranty and Security Agreement by and among **ST ACQUISITION CORP.**, a corporation organized under the laws of the State of Delaware (together with each other Person organized under the laws of the United States or any State or territory thereof joined hereto as a borrower from time to time specifically including, immediately upon execution and delivery of the Superior Tube Assumption and Joinder, **SUPERIOR TUBE COMPANY, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania (collectively, “Borrowers” and each, a “Borrower”), Grantor, as one of the initial Guarantors (which such initial Guarantors shall also include, immediately upon the execution of the Fine Tubes Joinder, **FINE TUBES LIMITED**, a private limited company organized under the laws of England and Wales with company number 00381159), **TUBES HOLDCO LIMITED**, a private limited company organized under the laws of England and Wales with company number 08087520, the other Guarantors party thereto from time to time, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the “Lenders”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Credit Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Credit Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been indefeasibly paid in full, each Lender's commitment to make Advances under the Credit Agreement has expired or terminated and the Credit Agreement has been terminated.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

SUPERIOR TUBE COMPANY, INC.

By:  _____

Name: Dale S. Okonow

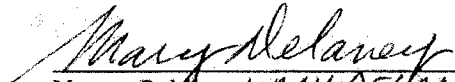
Title: Vice President and Secretary

[Signature Page to Power of Attorney to Trademark Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Massachusetts* : SS
COUNTY OF *Middlesex* :

On this ___ of September, 2012, before me personally appeared Dale S. Okonow, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Superior Tube Company, Inc., a Pennsylvania corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public *MARY DELANEY*

My Commission Expires *3-2-2018*

*[Signature Page to Company Acknowledgement to
Power of Attorney to Trademark Security Agreement]*