

08/05/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



MLD 08-05-13



103660889

To the Director of the U. S. Patent and Trademark Office

Documents or the new address below.

1. Name of conveying party(ies):
International Metals Reclamation Company, Inc.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Wells Fargo Bank, National Association

Street Address: Four Gateway Center, 444 Liberty Avenue
 City: Pittsburgh
 State: Pennsylvania
 Country: U.S.A. Zip: 15222

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National banking association United States Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :
 Execution Date(s) June 24, 2013

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification of the Trademark.

A. Trademark Application No.(s) _____ Text _____
 B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Robert J. Courie, Esquire

Internal Address: Sherrard, German & Kelly, P.C.

Street Address: 28th Floor, Two PNC Plaza
620 Liberty Avenue

City: Pittsburgh
 State: PA Zip: 15222

Phone Number: 412-355-0200
 Docket Number: _____
 Email Address: rjc@sgkpc.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number: _____
 Authorized User Name: _____

9. Signature: *Robert J. Courie* Signature 7-29-13 Date

Name of Person Signing: Robert J. Courie

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

LIST OF TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Description</u>
2091262	CADMET
1565636	INMETCO
1560462	INMETCO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of June 24, 2013, is made by THE INTERNATIONAL METALS RECLAMATION COMPANY, INC. (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank").

WHEREAS, the Grantor, as Borrower, has entered into a Credit Agreement, dated as of even date herewith (the "Credit Agreement"), with the Bank.

WHEREAS, as a condition precedent to the Bank extending credit to the Grantor under the Credit Agreement, the Grantor has executed and delivered to the Bank that certain Security Agreement] dated as of even date herewith (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Bank, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Bank as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor] set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Bank.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

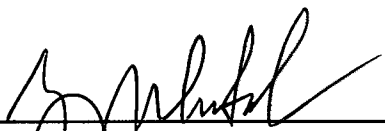
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

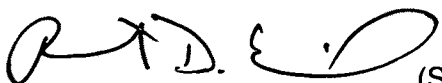
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this IP Security Agreement as of the date first written above.

ATTEST:

THE INTERNATIONAL METALS
RECLAMATION COMPANY, INC.



Gary, Whitaker, Secretary

By:  (Seal)

Robert D. Scherich, Chief Financial
Officer

[Signature Page to IP Security Agreement]

**Schedule I
Patents and Patent Applications**

Patents:

Owner: The International Metals Reclamation Company, Inc.
Country: United States of America
Title: Rotary thermal oxidizer for battery recycling and process
Application Number: 09/484,750
File Date: January 18, 2000
Patent Number: 6,228,143
Issue Date: May 8, 2001

Owner: The International Metals Reclamation Company, Inc.
Country: United States of America
Title: Solid flight conveying screw for furnace
Application Number: 08/846,087
File Date: April 25, 1997
Patent Number: 5,863,197
Issue Date: January 26, 1999

Patent Applications:

None.

**Schedule II
Trademark Registrations and Applications**

Trademark Registrations:

Owner: The International Metals Reclamation Company, Inc.
Country: United States of America
Mark: CADMET
Serial Number: 75167092
File Date: September 9, 1996
Registration Number: 2091262
Registration Date: August 26, 1997

Owner: The International Metals Reclamation Company, Inc.
Country: United States of America
Mark: INMETCO
Serial Number: 73704597
File Date: January 11, 1988
Registration Number: 1565636
Registration Date: October 24, 1989

Owner: The International Metals Reclamation Company, Inc.
Country: United States of America
Mark: INMETCO
Serial Number: 73704602
File Date: January 11, 1988
Registration Number: 1560462
Registration Date: October 17, 1989

Trademark Applications:

None

**Schedule III
Copyright Registrations and Applications**

Copyright Registrations:

None

Copyright Applications:

None