

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Core Metal Groups LLC		08/20/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Citizens Bank of Pennsylvania		
Street Address:	28 State Street		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3677350	CORE METALS GROUP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18588.015072		
NAME OF SUBMITTER:	Mark Russell		
Signature:	/Mark Russell/		
Date:	08/21/2013		

CH \$40.00 3677350

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of August 20, 2013 is entered into by **CORE METALS GROUP LLC**, a Delaware corporation (“**Grantor**”), in favor of **CITIZENS BANK OF PENNSYLVANIA**, as Administrative Agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referenced below).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 20, 2013 among Globe Specialty Metals, Inc., a Delaware corporation (“**Company**”), and certain subsidiaries of the company from time to time party thereto (together with Company, collectively, the “**Borrowers**”, and each a “**Borrower**”), the Administrative Agent and the lenders now or hereafter party thereto (the “**Lenders**”) (as amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to provide the Borrowers with certain credit facilities.

**WHEREAS**, certain additional extensions of credit may be made from time to time for the benefit of the Grantors pursuant to certain Secured Cash Management Agreements and Secured Hedge Agreements (each as defined in the Credit Agreement, collectively, “**Related Credit Arrangements**”).

**WHEREAS**, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of August 20, 2013 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of the Administrative Agent for the benefit of the Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of each Loan Party under the Credit Agreement, the Notes and the other Loan Documents and all obligations of each Loan Party under any Related Credit Arrangements, including, without limitation, the obligation of such Loan Party to make payments thereunder in the event of early termination thereof (in each case, other than Unasserted Obligations (as defined in the Credit Agreement)); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of August 20, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has granted to the Administrative Agent a continuing security interest and continuing lien on the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired or arising and wherever located (the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for by such Grantor in the United States and any state thereof and in foreign countries (including, without limitation, the United States registrations and United States applications set forth on Schedule A annexed hereto), all common law and other rights of such Grantor (but in no event any of the obligations) in and to Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the use of and connected with Trademarks; and

(ii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include and Grantor shall not be deemed to have granted a security interest in: (i) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), at which point such trademark or service mark application shall be considered automatically included in the Trademark Collateral, or (ii) any of Grantor’s rights or interests in or under, any lease, license, contract, permit, Instrument, Security, agreement or franchise to which Grantor is a party or any of its rights or interests thereunder if and for so long as and to the extent that the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that, with respect to the foregoing clause (ii), the security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, or unenforceability shall be remedied or shall cease to exist and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 of an irreconcilable conflict between the Security Agreement and this Agreement, the Security Agreement shall control.

**THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE**

**INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO  
CHOICE OF LAW RULES (OTHER THAN SECTION 5-1401 OF THE GENERAL  
OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

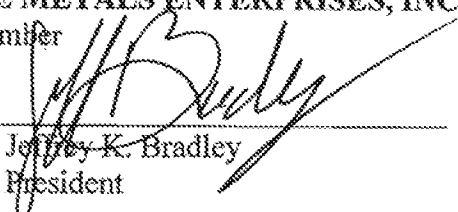
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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date hereof.

**CORE METALS GROUP LLC**, a Delaware limited liability company

By: **CORE METALS GROUP HOLDINGS LLC**,  
as sole member

By: **GLOBE METALS ENTERPRISES, INC.**, as  
sole member

By:   
Name: Jeffrey K. Bradley  
Title: President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Owner</b>	<b>Country; Registration Number; Registration Date</b>
<b>CORE METALS GROUP</b>	<b>Core Metals Group LLC</b>	United States 3,677,350 September 1, 2009
<b>CMG</b>	<b>CORE METALS GROUP LLC</b>	Mexico 1085017 September 2008
<b>CORE METALS GROUP</b>	<b>CORE METALS GROUP LLC</b>	September 10, 2008 Mexico 1085018