

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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10/24/2013
 900269913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MI Metals, Inc.		05/06/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA 9/10/2013 *seg*

Name:	Susquehanna Bank
Street Address:	1570 Manheim Pike
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17604
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3140982	MI METALS
Registration Number:	3644418	EXTRUDING TO EXCELLENCE
Registration Number:	3669686	MI METALS

CORRESPONDENCE DATA

Fax Number: 7179455764
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 717-945-5745
 Email: sarahg@bcgl-law.com
 Correspondent Name: Sarah Glatfelter
 Address Line 1: 480 New Holland Ave.
 Address Line 2: Suite 6205
 Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	3000-174
NAME OF SUBMITTER:	Sarah Glatfelter

OP \$90.00 3140982

Signature:	/seg 3000-174/
Date:	10/24/2013
Total Attachments: 4 source=TAB 38- CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY#page1.tif source=TAB 38- CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY#page2.tif source=TAB 38- CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY#page3.tif source=TAB 38- CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY#page4.tif	

**CONFIRMATORY GRANT OF SECURITY
INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Agreement") made as of this 6th day of September, 2013 by MI METALS, INC., a Florida corporation (the "Grantor"), in favor of SUSQUEHANNA BANK, its successors and/or assigns (the "Lender").

WITNESSETH

WHEREAS, Grantor, together with its Affiliates (collectively, the "Borrowers") and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, Borrowers have granted to Lender a security interest in substantially all of the assets of Borrowers, including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

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 Loan Agreement The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its grant pursuant to the Loan 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 listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions 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 patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. 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 Lender.

4. Rights and Remedies: Power of Attorney. Grantor hereby covenants and agrees that, upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Florida, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, in connection with the Trademarks covered hereby. Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful agent and attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or the Patents to anyone else. Grantor hereby ratifies all that such agent and attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until the Loan Agreement has been terminated and all of the Obligations, other than unasserted and unknown contingent indemnification obligations and obligations in respect of Bank Products thereunder, have been indefeasibly paid and performed in full.

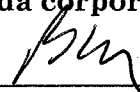
5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

[The remainder of this page is intentionally blank. Signatures follow.]

ATTEST/WITNESS:



**MI METALS, INC.,
a Florida corporation**

By: 

Name: Brook Massey

Title: President

SCHEDULE I

Intellectual Property

US Trademarks Owned by MI Metals, Inc.

Trademark	Filing Date	Registration Date	Registration No.
"MI Metals" word mark	May 20, 2005	Sept. 12, 2006	3140982
"Extruding to excellence" word mark	Feb. 1, 2008	June 23, 2009	3644418
"MI Metals" design	April 23, 2007	August 18, 2009	3669686

[Schedule I – Intellectual Property]