

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299270

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the terms of the Security Interest granted in Trademarks previously recorded on Reel 004835 Frame 0407. Assignor(s) hereby confirms the Grant of Security Interest in Trademarks.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Star Metals, Inc.		03/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3937140	NEW STAR METALS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecszenye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01500		
NAME OF SUBMITTER:	Timothy D. Pecszenye		
SIGNATURE:	/Timothy D. Pecszenye/		
DATE SIGNED:	03/26/2014		
Total Attachments: 10			
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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
NEW STAR METALS INC		08/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, National Association		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3937140	NEW STAR METALS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.569.5619		
Email:	williams-k@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye, Esquire		
Address Line 1:	130 N. 18th Street		
Address Line 2:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01500 (PNC)		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
Signature:	/Timothy D. Pecsénye/		

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Date:

08/03/2012

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of August 2, 2012 (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement"), by and among New Star Metals Holdings LLC, a Delaware limited liability company, New Star Metals Inc., a Delaware corporation, the other Borrowers party thereto and PNC Bank, National Association, a national banking association, as agent (in such capacity, together with any successor, the "Agent") for the Lenders referenced therein, the undersigned (each a "Grantor" and collectively, the "Grantors") have granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown on Schedule 1 attached hereto to the Agent for the ratable benefit of the Lenders.

The undersigned Grantors and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Notwithstanding anything herein to the contrary, the liens and security interests referred to in this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Agent, Prospect Capital Corporation, as agent ("Subordinated Agent") under that certain Junior Secured Note Purchase and Security Agreement by and among itself, New Star Metals, Inc. and the other Borrowers thereto, or related purchasers thereunder, are subject to that certain Intercreditor Agreement, dated as of the date hereof (as amended, modified, restated or replaced from time to time supplemented) by and among Agent, Subordinated Agent and each of the Borrowers party thereto.

Very truly yours,

[Signature Page Follows]

NEW STAR METALS INC.

By: Warren Bonham
Name: **Warren Bonham**
Title: **Executive Director**

By: Ellot Kerlin
Name: **Ellot Kerlin**
Title: **Executive Director**

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]

NEW STAR METALS INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: Bl Hys
Name: *Brach Hys*
Title: *Vice President*

[Signature Page to Notice of Grant of Security Interest in Trademarks]

SCHEDULE 1

<u>Mark</u>	<u>Type of Mark</u>
New Star Metals	Trademark registered with the United States Patent and Trademark Office and owned by New Star Metals Inc. Registration number is 3937140 and the registration date is March 29, 2011.

FIRST AMENDMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This First Amendment to Notice of Grant of Security Interest in Trademarks (this "Amendment") is made as of this 20th day of March, 2014, by and between NEW STAR METALS INC., a Delaware corporation ("Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Trademark Agreement") by Grantor in favor of Agent, Grantor has, among other things, granted to Agent a security interest in and lien on the trademarks and trademark applications shown on Schedule 1 attached thereto, a copy of which was recorded with the United States Patent and Trademark Office on August 3, 2012 at Reel 4835/Frame 0407; and

WHEREAS, in connection with the amendment and restatement of the Agreement (as defined in the Trademark Agreement), Grantor has requested, and Agent agrees to amend the Trademark Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Agreement.
2. AMENDMENT. The last paragraph of the Trademark Agreement is hereby amended and restated as follows:

"Notwithstanding anything herein to the contrary, the liens and security interests referred to in this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Agent, Wilmington Trust, National Association, as term loan agent ("Term Loan Agent") under that certain Term Loan and Security Agreement by and among itself, New Star Metals Inc. and the other Borrowers thereto, or related lenders thereunder, are subject to that certain Intercreditor Agreement, dated as of March 20, 2014 (as the same has been and may hereafter be amended, modified, restated or replaced from time to time supplemented) by and among Agent, Term Loan Agent and each of the Borrowers party thereto."

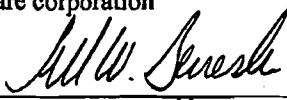
3. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Trademark Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Trademark Agreement shall continue in full force and effect without modification thereto.


[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

NEW STAR METALS INC.,
a Delaware corporation

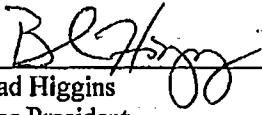
By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Victor L. Vescovo
Title: Managing Director

[Signature Page to First Amendment to New Star Trademark Notice (New Star)]

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 
Brad Higgins
Vice President

[Signature Page to First Amendment to New Star Trademark Notice (New Star)]