

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANPARTNERS INVESTMENTS IV, LLC		09/08/2005	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	STEEL PARTNERS II, L.P.		
Street Address:	590 Madison Avenue, 32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0728175	HH	
CORRESPONDENCE DATA			
Fax Number:	2124512222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-451-2300		
Email:	aprovenio@olshanlaw.com		
Correspondent Name:	MARY L. GRIECO - OLSHAN FROME WOLOSKY		
Address Line 1:	1325 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	004197-069 MLG		
NAME OF SUBMITTER:	MARY L. GRIECO		
SIGNATURE:	/MARY L. GRIECO/		
DATE SIGNED:	01/08/2018		
Total Attachments: 17			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of September 8, 2005, by **CANPARTNERS INVESTMENTS IV, LLC**, a California limited liability company, in its capacity as agent (in such capacity, "**Secured Party**") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto from time to time as lenders ("**Assignor**"), for the benefit of **STEEL PARTNERS II, L.P.**, a Delaware limited partnership, as successor collateral agent under the Loan Agreement referred to below (in such capacity, together with any successors and assigns in such capacity, "**Assignee**").

RECITALS:

WHEREAS, a Loan and Security Agreement, dated as of March 31, 2004, as amended by Amendment No. 1 dated October 29, 2004 and Amendment No. 2 dated May 20, 2005, (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**"), was entered into by and among Handy & Harman, a New York corporation ("**Parent**"), certain affiliates of Parent listed as a "**Borrower**" on the signature pages thereto (together with Parent, the "**Borrowers**") each Subsidiary of the Borrower listed as a "**Guarantor**" on the signature pages thereto, the lenders from time to time party thereto (each a "**Lender**" and collectively, the "**Lenders**"), and Ableco Finance LLC ("**Ableco**") as agent for the Lenders (in such capacity, the "**Agent**"). On October 29, 2004, Ableco assigned all its rights and obligations under the Loan Agreement to Canpartners Investments IV, LLC ("**Canpartners**"). Capitalized terms used in this letter agreement that are defined in the Loan Agreement shall have the meaning in this letter agreement as set forth in the Loan Agreement.

WHEREAS, as security for the obligations under the Loan Agreement, the Borrowers and Guarantors entered into the Trademark Collateral Assignment and Security Agreements, dated as of March 31, 2004 (the "**Security Agreements**"); capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Security Agreement), in favor of Assignor, which was, with respect to Grantors' Trademarks, filed for recordation with the United States Patent and Trademark Office recorded at the United States Patent and Trademark Office on or about April 16, 2004 at Rcel/Frame Nos. 2833/377, 2833/430, 2833/449, 2833/514, 2833/736, 2833/795 and 2833/534. On October 29, 2004, Ableco assigned the Security Agreements to Canpartners.

WHEREAS, pursuant to Section 12.13 of the Loan Agreement, Canpartners gave notice to the Administrative Borrower and to the Lenders, of its resignation as Agent to be effective on September 8, 2005 (the "**Resignation Effective Date**"). The undersigned hereby agree that as of the Resignation Effective Date, (i) Steel Partners II, L.P. is appointed as successor Agent (the "**Successor Agent**") and shall succeed to and become vested with all the rights, powers, privileges and duties of Canpartners and (ii) Canpartners shall be discharged from its duties and obligations under the Loan Documents. The Parent and the Lenders also agree that

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the thirty (30) days' prior notice required in connection with the resignation of Canpartners under Section 12.13 of the Loan Agreement is hereby waived.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee all of its rights, title and interest in the Collateral (as defined in the Security Agreements), including without limitation the Collateral listed in the attached Exhibit A and Exhibit B.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CANPARTNERS INVESTMENTS IV, LLC
as Agent

By: *[Signature]*
Christian B. EVENSEN
Title: *MANAGING PARTNER*

STEEL PARTNERS II, L.P.

By: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CANPARTNERS INVESTMENTS IV, LLC
as Agent

By: _____

Title: _____

STEEL PARTNERS II, L.P.

Steel Partners LLC as GP

By: *[Signature]* _____

Title: *Member* _____

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

List of Trademarks and Trademark Applications

Company: HANDY & HARMAN

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
HH (Stylized) - U.S.	728,125	03/06/62	03/06/12		120,094	05/16/61
HH (Stylized) - U.S.	728,175	03/06/62	03/06/12		120,095	05/16/61
HH (Stylized) - U.S.	974,520	12/11/13	12/11/13		438,471	10/16/72
HH & Design - Canada	147,589	10/21/66	10/21/11		290,446	07/02/65
HH (Stylized) - European Community	142,265	01/20/99	04/01/06			04/01/96
HH (Stylized) - France	1,596,426	06/08/90	06/08/10			

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
HH (Stylized) - Germany	820,017	6/23/65	06/30/05			
HH(with halo)Handy& Harman-U.S.	2,421,895	01/16/01	01/16/11 (Affidavit of Use due between 1/16/06 and 1/16/07)		75/548,589	09/08/98
Handy & Harman (Trademark/Service Mark)	2,169,376	06/30/98	06/30/08		75/284,308	04/30/97
Olyflow Pipeguard U.S.					76/628,999	01/24/05
Alumaweld - Canada	TMA509,325	3/15/99	3/15/14		864,321	12/16/97
Classic - Canada	TMA479,042	7/25/97	7/25/12		779,071	03/29/95
Hercules	TMA494,590	5/14/98	5/14/13		779,070	03/29/95
Quickflow - Canada	TMA540,243	1/24/01	1/24/16		868,329	02/05/98
Retrodrain- Canada	TMA352,589	3/3/89	3/3/19		595,613	11/18/87

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Trademark	Registration Number	Registration Date	Renewal/ Expiration Date	Trademark Application	Application/ Serial Number	Application Date
Retroweld- Canada	TMA486,120	11/14/97	11/24/12		775,663	02/16/95
U-Flow- Canada	TMA292,009	6/15/84	6/15/14		505,114	06/10/83
Handy & Harman - European Community	142,257	12/07/98	04/01/06			04/01/96
Handy & Harman - Venezuela		12/19/51	Unknown*			
Precium - U.S.	1,006,898	03/18/75	03/18/05		73/018,358	04/09/74
Precium - Canada	217,864	12/17/76	12/17/06		387,530	07/07/75
Satin	142,399	10/22/65	10/22/10		288,145	03/17/65
Silver Saver - Canada	173,310	12/18/70	12/18/15			

*As per C/C 2/27/01 letter, renewal certificate with renewal details expected between 5 to 6 years due to severe backlog in the Venezuelan Trademark Office.

Company: CONTINENTAL INDUSTRIES, INC.

Trademark	Registration Number	Registration Date	Renewal/ Expiration Date	Trademark Application	Application/ Serial Number	Application Date
Coind - USA	912,284	06/08/71	06/08/11		72/367,948	08/13/70
Continental - Canada	155,566	02/16/68	02/16/13		305012	05/17/67
Continental - USA	798,288	11/02/65	11/02/05		72/197,676	07/13/64

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Trademark	Registration Number	Registration Date	Renewal/ Expiration Date	Trademark Application	Application/ Serial Number	Application Date
EZThermoweld EZ Lite Mold & Design - USA	2,944,944	04/26/05	Affidavit of Use Due 04/26/11		78/220,250	02/28/03
Fastap - USA	822,670	01/24/67	01/24/07		72/234,390	12/13/65
ID Seal - USA	2,025,708	12/24/96	12/24/06		75/061,715	01/31/96
I.D. Steel - USA	2,803,571	01/06/04	Affidavit of Use Due 01/06/10		78/100,927	01/04/02
Scope - USA	2,438,889	03/27/01	Affidavit of Use Due 03/27/07		75/479,519	05/05/98
The Eliminator - USA	898,571	09/15/70	09/15/10		72/332,763	07/16/69
Thermoweld - Canada	155,565	02/16/68	02/16/13		305011	05/17/67
Thermoweld - USA	673,389	02/03/59	02/03/09		48828	04/01/58

Company: HANDY & HARMAN ELECTRONIC MATERIALS

Trademark	Registration Number	Registration Date	Renewal/ Expiration Date	Trademark Application	Application/ Serial Number	Application Date
HH (with halo)Handy & Harman Electronic Materials Group - U.S.	2,287,948	10/19/99	10/19/09 (Affidavit of Use due between 10/19/04 and 10/19/05)		75/562304	10/01/98

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Company: HANDY & HARMAN TUBE COMPANY, INC.

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Chromat I.D. - U.S.	931,378	03/28/72	03/28/12		72/396,755	07/08/71
LI - Chroma I.D. - U.S.	1,032,851	02/10/76	02/10/06		73/046,218	03/10/75

Company: LUCAS-MILHAUPT, INC.

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Easy-Flo & Design - U.S.*	518,763	12/13/49	12/13/09		559,099	06/12/48
Easy-Flo - U.S.*	2,440,590	04/03/01	04/03/11(Affidavit use due b/04/03/06 & 04/03/07)		75/880,905	12/27/99
Easy Flo - Germany	399 04 823	04/08/99	01/31/09			01/29/99
Easy-Flo - Ireland	215539	06/25/99	06/25/09		99/2166	
Easy-Flo - Japan*	622,118	07/29/63				
Easy-Flo - Venezuela*	25,581	10/08/81	10/08/06			
Fos Flo - U.S.*	1,128,149	12/25/79	12/25/09		164,473	03/31/78
Fos Flo - France	99,773,062	02/04/99	02/04/09			
Fos-Flo - Germany	399 01 348	02/25/99	01/31/09			01/13/99

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Trademark	Registration Number	Registration Date	Renewal/ Expiration Date	Trademark Application	Application/ Serial Number	Application Date
Fos-Flo - Ireland	211652	06/20/00	01/18/09		99/0142	01/19/99
Fos Flo - Italy					T0999C000152	01/25/99
Fos-Flo - Switzerland	463561	07/29/99	01/19/09		429/1999	01/19/99
Handy - U.S. *	748,286	04/23/63	04/23/13		143,128	04/26/62
Handy Alumibraze - U.S. *	696,648	04/26/60	04/26/10		78,870	08/03/59
Handy - Flo - CTM*	2,761,393	10/31/03	6/26/12 and every 10 th year thereafter			
Handy Flo Brazing Paste - U.S.	1,631,229	01/15/91	01/15/11		74/017,228	01/08/90
Handy Flo Soldering Paste - U.S.	1,632,065	01/22/91	01/22/11		74/017,229	01/08/90
Handy Hi-Temp (Stylized) - U.S. *	666,734	09/09/58	09/09/08		72/024,439	02/14/57
Handy Hi-Temp - U.S. *	671,082	12/16/58	12/16/08		24,438	02/14/57
Handy One - U.S. *	2,694,029	03/04/03	03/04/13 (Affidavit of Use due between 3/4/08 and 3/4/09)		76/293,045	07/31/01
Handy 1- U.S. *	2,733,022	07/01/03	07/01/13 (Affidavit of Use due between 7/1/08 and 7/1/09)		76/293,046	07/31/01

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Lucanex - U.S.	1,397,262	06/17/86	06/17/06		536,516	05/08/85
Lucas - Milhauptbraze - France	99 787 857	04/21/99	04/21/09			
Lucas Milhaupt Braze - Germany	399 01 349	02/25/99	01/31/09			01/13/99
Lucas- Milhauptbraze/Lu- cas-Milhauptbraze - Ireland	211401	06/19/00	01/27/09		99/0284	01/28/99
Lucas- Milhauptbraze - Italy					T099C000200	01/27/99
Lucas- Milhauptbraze - Switzerland	462,805	07/12/99	02/15/09		1303/1999	02/15/99
Lucas- Milhauptbraze - U.K.	2185870	07/16/99	01/08/09			01/08/99
Premabraze - U.S.*	900,043	10/06/70	10/06/10		72/351,936	02/20/70
Sil-Fos (Stylized) - U.S.*	290,363	01/05/32	01/05/12		71/317,636	08/04/31
Sil-Fos - Ireland	211,651	06/20/00	01/18/09		99/0141	01/19/99
Sil-Fos - Japan*	622,117	07/29/63	07/29/03			
Sil-Fos - Mexico*	299597	06/30/83	06/30/13			
Sil-Fos - Venezuela*	25,587	10/08/51	10/08/06			

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Tymet - U.S.*	1,146,389	01/27/81	01/27/11		206,405	03/07/79

*Owned by Handy & Harman but used by Lucas-Milhaupt

Company: MARYLAND SPECIALTY WIRE, INC.

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Knitcote - U.K.*	2115882	11/15/96	11/15/06			
Rima - U.K.*	1182700		10/20/13			
Rimaglide - U.K.*	2115151		11/2006			
Rimatox - U.K.*	1254401		11/2006			
Supertine Mo - U.S.	2,503,363	11/06/01	11/06/11 (Affidavit of Use due between 11/06/06 and 11/06/07)		75/356,940	09/15/97

*Owned by Handy & Harman but used by Maryland Specialty Wire, Inc.

Company: OMG, INC.

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
OMG in Class 6 - Australia*	969,745	5/17/04	8/29/13		969745	8/29/03
Timberlok - Australia						8/12/03

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Fastenmaster in Class 6 - Australia*	967864	5/10/04	8/29/13		967864	8/29/03
Fastenmaster and T Design In class 6 - Benelux	0661075	7/3/00	8/31/09		0945255	08/31/99
Timberlok in Class 6 - Benelux	0661076	7/3/00	8/31/09		0945256	08/31/99
Rhinobond In Class 6, 9 - Benelux	0678746	6/1/01	2/1/10		0956025	02/01/00
Rhinobond - European Community	1485549	4/12/01	2/1/10		001485549	02/01/00
Rhinobond in Class 6, 9 - Denmark	VR200001800	4/7/00	4/7/10		VA 2000 00475	02/03/00
Rhinobond in Class 6, 9 - France	3004877	2/2/00	2/1/10		3004877	02/02/00
Rhinobond in Class 6, 9 - Germany	30007065	3/23/00	2/28/10		300 07 065.9/06	02/03/00
Fastenmaster (Stylized - Great Britain	2207301	2/25/00	8/31/09		2207301	08/31/99
Timberlok I Class 6 - Great Britain	2207348	1/19/01	8/31/09		2207348	08/31/99
Rhinobond in Class 6, 9 - Great Britain	2220862	07/14/00	6/14/11		2220862	02/01/00
Retrodrain in Class 19 - Great Britain	1575428	07/28/95	6/14/11		1575428	06/14/94
U-Flow in Class 19 - Great Britain	1575427	12/22/95	6/14/11		1575427	06/14/94
Rhinobond in Class 6, 9 - Hungary	165994	7/13/01	2/11/10		M0000691	02/11/00

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Fastemaster & T Design (Stylized) - Ireland	214678	10/11/00	8/31/09		99/3030	08/31/99
Timberlok in Class 6 - Ireland	223710	12/13/02	8/30/09		99/3033	08/31/99
Retrodrain in Class 19 - Ireland	160997	6/17/94	6/17/11		94/3716	
U-Flow in Class 19 - Ireland	161329	6/17/94	6/17/11			
Rhinobond in Class 6, 9 - Italy					T02000C000247	02/02/00
Rhinobond in Class 6, 9 - Japan	4,456,013	3/2/01	3/2/11		2000-10870	02/10/00
Rhinobond in class 6, 9 - Portugal	343240	2/15/01	2/15/11		343.240	02/03/00
Rhinobond in Class 6, 9 - Switzerland	482133	2/18/01	2/2/10		1092/2000	02/02/00
Ruff-Nex in Class 6 - USA*	1,709,699	8/25/92	8/25/12		74/152,439	03/29/91
Olyfast in Class 1, 6, 7, 19 - USA*					76/616,117	10/14/04
Olylog in Class 6 - USA*	1,854,458	9/20/94	9/20/14		74/445,801	10/12/93
Timberlok in Class 6 - USA*	2,179,829	8/11/98	8/11/08		75/059,054	02/16/96
Trusslok (Stylized) in Class 6 - USA*					76/602882	07/16/04
Olybond in Class 1 - USA*	2,544,511	3/5/02	3/5/12		76/160,721	11/07/00

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Olykap and Design in Class 6 - USA*	2,634,927	10/15/02	10/15/12		76/334,704	11/06/01
Fartkap (Stylized) in Class 7 - USA*	2,830,497	4/6/04	4/6/14		76/347,644	12/11/01
Trapease in Class 6 - USA*	2,719,186	5/17/03	5/27/13		76/432,267	07/19/02
Olybond500 in Class 1 - USA*	2,815,617	2/17/04	2/17/14		76/444,278	08/28/02
Olyflow and Design In Class 6 - USA*	2,832,910	4/13/04	4/13/14		76/479,327	12/31/02
Metalite in Class 6 - USA*	1,787,819	8/17/93	8/17/03		328,771	11/06/92
Fastenmaster and Design in Class 6 - USA*	2,317,241	2/8/00	2/8/10		75/497,051	06/05/98
Rhinobond in Class 6, 7 - USA*	2,466,257	7/3/01	7/3/11		75/632,769	02/02/99
Mastering the Tough Fastening Jobs in Class 6 - USA*	2,320,772	2/22/00	2/22/10		75/559,826	09/28/98
ASAP in Class 6 - USA*	2,097,700	9/16/97	9/16/07		75/175,178	09/17/96
OMG in Class 6 - USA*	2,206,137	11/24/98	11/24/08		75/235,564	01/31/97
Qualitag I Class 6 - USA*	2,322,270	2/22/00	2/22/10		75/414,915	01/07/98
Short Boy in Class 7 - USA*	2,002,987	9/24/96	9/24/06		74/736,403	09/14/95
Superdome in Class 6 - USA*	2,321,544	2/22/00	2/22/10		75/650,326	02/26/99

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Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Tall Boy In Class 7 - USA*	2,002,986	9/24/96	9/24/06		74/736,402	09/14/95
XHD in Class 6 - USA*	2,176,529	7/28/98	7/28/08		75/285,808	04/14/97
Copperite in Class 2 - USA*					76/531,105	07/11/03
Guarddog in Class 6 - USA*	2,911,550	12/14/04	12/14/14		76/531,104	07/11/03
Ledgerlok in Class 6 - USA*	2,929,445	3/1/05	3/1/15		76/531,103	07/11/03
Alumaweld in Class 6 - USA*	2,043,530	3/11/97	3/11/07		75/086,521	04/10/96
Classic in Class 6 - USA*	2,290,333	11/1/99	11/2/09		74/650,310	03/22/95
Hercules in Class 6 - USA*	2,058,019	4/29/97	4/29/07		74/650,311	03/22/95
Quickflow in Class 6 - USA*	2,493,755	10/2/01	10/2/11		75/433,230	2/12/98
Retrodrain in Class 19 - USA*	1,547,391	7/11/89	7/11/09		73/727,580	05/10/88
Retroweld in Class 19 - USA*	2,016,372	11/12/96	11/12/06		74/634,580	02/15/95
U-Flow in Class 19 - USA*	1,743,168	12/29/92	12/29/12		74/272,192	05/04/92
Spotshot - USA*					76/578,219	2/26/04

*Owned by Handy & Harman but used by Olympic Manufacturing Group, Inc.

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EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Licenses

NONE.

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