

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
Infra-Metals Co.		05/09/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., a national banking association		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1968118	INFRA-METALS	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5537		
Email:	bacord@phrd.com		
Correspondent Name:	Bobbi Acord-Parker Hudson Rainer & Dobbs		
Address Line 1:	285 Peachtree Center Avenue, NE		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	001809.00049		
NAME OF SUBMITTER:	Bobbi Acord		
Signature:	/ba/		
Date:	05/10/2006		

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Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** ("Agreement") is made this 9th day of May, 2006, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as successor agent to Fleet Capital Corporation as collateral and administrative agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Administrative Agent"), and **INFRA-METALS CO.**, a Georgia corporation having its principal place of business at 400 Northridge Road, Suite 850, Atlanta, Georgia 30350 (the "Company").

Recitals:

A. The Company, the other borrowers named therein (together with the Company, the "Existing Borrowers"), the various financial institutions named as lenders therein ("Existing Lenders"), Fleet Capital Corporation, as the prior administrative agent, and the other agents named therein, are parties to that certain Credit and Security Agreement dated September 30, 2003, as amended by that certain letter amendment dated February 24, 2004, by that certain Second Amendment to Credit and Security Agreement dated April 30, 2004, by that certain Third Amendment to Credit and Security Agreement dated May 24, 2004, and by that certain Fourth Amendment to Credit and Security Agreement dated January 21, 2005 (as at any time amended, modified, supplemented or restated, the "Existing Credit Agreement"), pursuant to which Existing Lenders have made certain revolving credit loans, term loans and other financial accommodations to Existing Borrowers in an amount not exceeding \$250,000,000.

B. As a condition to the effectiveness of the Existing Credit Agreement and the making of loans and other extensions of credit thereunder, the Company has entered into that certain Trademark Security Agreement dated September 30, 2003 (as at any time amended, modified, supplemented or restated prior to the date hereof, the "Existing Security Agreement") in favor of Fleet Capital Corporation, as administrative agent, for the benefit of itself and the Secured Parties (as defined in the Existing Credit Agreement), pursuant to which the Company has granted a continuing security interest in and to all of its trademarks and certain related assets, as more fully set forth therein, as security for the timely payment and performance of the Obligations (as defined in the Existing Credit Agreement).

C. Bank of America, N.A. has acquired all of Fleet Capital Corporation's title and interest in and to the Existing Credit Agreement, and constitutes the Administrative Agent thereunder.

D. PNA Group, Inc. ("PNA"), Preussag North America, Inc. ("Seller"), Travel Holding Corporation ("New Parent") and Travel Merger Corporation ("Merger Sub") have entered into that certain Agreement and Plan of Merger dated as of February 14, 2006, pursuant to which Seller has agreed to sell all of the issued and outstanding shares of PNA owned by Seller to New Parent, and in connection therewith, Merger Sub will merge with and into PNA with PNA being the surviving corporation after giving effect to such merger.

E. Reference is made to that certain Amended and Restated Credit and Security Agreement dated May 9, 2006 (as at any time amended, modified, supplemented or restated, the "Credit Agreement"), by and among the Company, PNA, Smith Pipe & Steel Company, Feralloy

Corporation, Delta Steel, L.P., Delta GP, L.L.C., Delta LP, L.L.C., Delnor Corporation, Merger Sub, and Travel Main Corporation as borrowers; the various financial institutions from time to time party to thereto as lenders ("Lenders"); Administrative Agent; and the other agents named therein.

F. A condition to the effectiveness of the Credit Agreement, and Lenders' willingness to make (or continue) any loans or other extensions of credit thereunder, is the Company's execution and delivery of this Agreement. To induce Lenders to make loans and otherwise extend credit pursuant to the Credit Agreement, the Company has agreed to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) as security for the timely payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby ratifies and reaffirms the prior pledge, and hereby pledges, assigns and grants to Administrative Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached to this Agreement and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company covenants and agrees with Administrative Agent and the Secured Parties that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level reasonably consistent with the quality at the time of this Agreement; and

(b) The Company will not change the quality of the products associated with the Trademarks without Administrative Agent's prior written consent, if such action is reasonably likely to cause a Material Adverse Effect.

4. The Company hereby authorizes Administrative Agent, and its employees and agents, the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the Ordinary Course of Business of the Company as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Administrative Agent prompt notice thereof in writing.

7. The Company irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 6 hereof.

8. If an Event of Default exists, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, Administrative Agent may immediately, for its benefit and the benefit of the Secured Parties, without demand of performance and without notice (except as described in the next sentence), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Administrative Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Administrative Agent and Lenders therefor.

9. The Company hereby makes, constitutes and appoints Administrative Agent and any officer or agent of Administrative Agent as Administrative Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, Administrative Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Administrative Agent's and each Secured Party's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Administrative Agent pursuant to the terms of this Agreement or any of the Credit Documents.

11. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Administrative Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate under the Credit Agreement.

12. The Company shall use its reasonable best efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of infringements detected. The Company shall have the duty, through counsel of its choosing, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated and to make federal application on registrable but unregistered Trademarks (subject to the Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default, promptly upon Administrative Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application,

or any pending trademark application or trademark without the consent of Administrative Agent, if such action or inaction is reasonably likely to cause a Material Adverse Effect.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, if and Event of Default exists, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all costs and expenses incurred in the exercise of Administrative Agent's rights under this paragraph 13.

14. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Administrative Agent may do so in the Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under any of the other Credit Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Credit Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Credit Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Administrative Agent and upon the successors of the

Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

20. All notices, requests and demands to or upon either party hereto shall be given in the manner and become effective as stipulated in the Credit Agreement. The Company hereby waives notice of Administrative Agent's acceptance of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. This Agreement amends and restates the Existing Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Security Agreement (collectively, the "Original Security Documents") are renewed, amended and restated in their entirety according to the terms and provisions set forth in this Agreement. This Agreement does not constitute, nor shall it result in, a waiver of or release, discharge or forgiveness of any amount payable pursuant to the Original Security Documents or any indebtedness, liabilities or obligations of the obligors thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement. This Agreement does not extinguish the indebtedness or liabilities outstanding in connection with the Original Security Documents, nor does it constitute a novation with respect thereto. All security interests, pledges, assignments, hypothecs and other Liens previously granted by any obligor pursuant to the Original Security Documents are renewed and continued by this Agreement, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

23. To the fullest extent permitted by Applicable Law, the Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Signatures commence on following page]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

S. G. Wood
Assistant Secretary

INFRA-METALS CO.
("Company")

By: *Eva M. Kalawski*
Name: Eva M. Kalawski
Title: Vice President

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: *See Next Page*
Name: _____
Title: _____

CW

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

Secretary

[CORPORATE SEAL]

INFRA-METALS CO.
("Company")

By: _____
Name: Joe Previtera
Title: Page

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: _____
Name: Dennis S. Linn
Title: SVP

STATE OF Georgia)
)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared Dennis S. Losin, the Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, as Administrative Agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of May, 2006.



Notary Public

My Commission Expires:

[NOTARIAL SEAL]

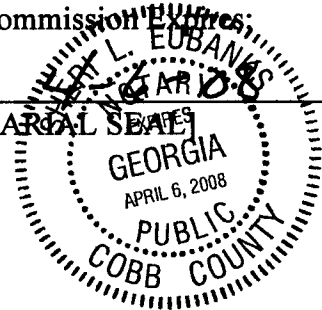


EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Infra-Metals Logo	USA	1968118	April 16, 1996

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
None			