

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (ABL Credit Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aleris International, Inc., f/k/a IMCO Recycling, Inc.		08/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITICORP North America, Inc.		
Street Address:	388 Greenwich Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1800261	IMCO	
Registration Number:	1713027	I	
Registration Number:	1715293	I	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111828-0010		
NAME OF SUBMITTER:	Matthew Bart		

CH \$90.00 1800261

Signature:

/Matthew Bart/

Date:

08/30/2006

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Aleris International, Inc., f/k/a IMCO Recycling, Inc., a Delaware corporation (the "Grantor") with principal offices at 25825 Science Park Drive, Suite 400, Beachwood, Ohio 44122, hereby grants to CITICORP NORTH AMERICA, INC., as Collateral Agent for the Secured Creditors under the ABL Credit Agreement, with principal offices at 388 Greenwich Street, 20th Floor, New York, New York 10013 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the U.S. Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of August 1, 2006 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

AII/IMCO ABL trademark grant

**TRADEMARK
REEL: 003380 FRAME: 0534**

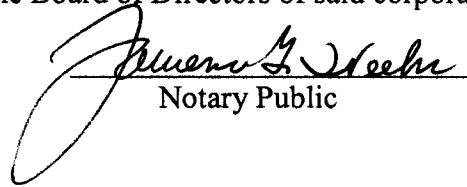
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st day of August, 2006.

ALERIS INTERNATIONAL, INC., Grantor

By: 
Name: *Sean M. Stack*
Title: *Senior VP, Treasurer and
Corporate Development*

STATE OF New York)
) ss:
COUNTY OF New York)

On this 1st day of August, 2006, before me personally came Sean M. Stack
who, being by me duly sworn, did state as follows: that [s]he is SVP of ALERIS
INTERNATIONAL, INC., that [s]he is authorized to execute the foregoing Grant on behalf of
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

LAURENCE F. WEEKS
Notary Public, State of New York
No. 01WE6138790
Qualified in New York County
Certificate on file in New York County
My Commission Expires 1/23/2010

CITICORP NORTH AMERICA, INC.,
as Collateral Agent and Grantee

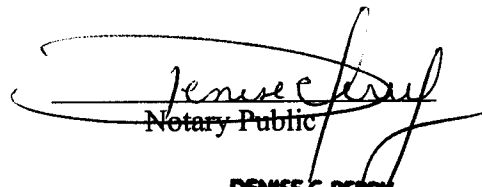
By: 
Name: KEITH R. GERDING
Title: Vice President

Grant of Security Interest in Trademarks - ABL

TRADEMARK
REEL: 003380 FRAME: 0537

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 1st day of August, 2006, before me personally came _____
Keith R. Gendies who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Citicorp North America, Inc., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.


Notary Public
DENISE C. PERRY
Notary Public, State of New York
No. 01PE6045304
Qualified in Nassau County
Certificate filed in New York County
Commission Expires: 07/31/2010

Grant of Security Interest in Trademarks - ABL

TRADEMARK
REEL: 003380 FRAME: 0538

SCHEDULE A

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>
IMCO	US	IMCO "I" (design)	1,800,261	10/19/1993
IMCO	US	I (stylized)	1713027	9/8/1992
IMCO	US	I and Design	1715293	9/15/1992

All/IMCO ABL trademark grant

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