

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
International Mill Service, Inc.		12/31/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Tube City IMS, LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1237679	INTERNATIONAL MILL SERVICE
Registration Number:	1237680	IMS
Registration Number:	1237681	IMS
Registration Number:	2836195	IMS

**CORRESPONDENCE DATA**

Fax Number: (412)394-2555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4123947767  
 Email: pbangor@thorpreed.com  
 Correspondent Name: Paul D. Bangor, Jr.  
 Address Line 1: 301 Grant Street  
 Address Line 2: Thorp Reed & Armstrong, LLP  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER: Paul D. Bangor, Jr.

**TRADEMARK**

Signature:	/Paul D. Bangor, Jr./
Date:	03/14/2008
<b>Total Attachments: 15</b> source=TUBE CITY DOCUMENTS (00873511)#page1.tif source=TUBE CITY DOCUMENTS (00873511)#page2.tif source=TUBE CITY DOCUMENTS (00873511)#page3.tif source=TUBE CITY DOCUMENTS (00873511)#page4.tif source=TUBE CITY DOCUMENTS (00873511)#page5.tif source=TUBE CITY DOCUMENTS (00873511)#page6.tif source=TUBE CITY DOCUMENTS (00873511)#page7.tif source=TUBE CITY DOCUMENTS (00873511)#page8.tif source=TUBE CITY DOCUMENTS (00873511)#page9.tif source=TUBE CITY DOCUMENTS (00873511)#page10.tif source=TUBE CITY DOCUMENTS (00873511)#page11.tif source=TUBE CITY DOCUMENTS (00873511)#page12.tif source=TUBE CITY DOCUMENTS (00873511)#page13.tif source=TUBE CITY DOCUMENTS (00873511)#page14.tif source=TUBE CITY DOCUMENTS (00873511)#page15.tif	

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"INTERNATIONAL MILL SERVICE, INC.", A PENNSYLVANIA CORPORATION,

WITH AND INTO "TUBE CITY, LLC" UNDER THE NAME OF "TUBE CITY IMS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTEENTH DAY OF DECEMBER, A.D. 2007, AT 5:47 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6253341

DATE: 12-19-07

TRADEMARK  
REEL: 003740 FRAME: 0418

**CERTIFICATE OF MERGER**

**OF**

**INTERNATIONAL MILL SERVICE, INC.,  
a Pennsylvania corporation,**

**WITH AND INTO**

**TUBE CITY, LLC,  
a Delaware limited liability company**

The undersigned Tube City, LLC, a Delaware limited liability company, pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act") DOES HEREBY CERTIFY:

**FIRST:** That the name and state of formation or organization of each of the constituent entities to the merger are as follows:

<u>Name</u>	<u>State of Formation or Organization</u>
International Mill Service, Inc.	Pennsylvania
Tube City, LLC	Delaware

**SECOND:** That an Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of the Delaware Act and applicable law.

**THIRD:** That the name of the surviving limited liability company shall be Tube City, LLC.

**FOURTH:** That Article First of the Certificate of Formation of Tube City, LLC be, and it hereby is, amended, to read as follows:

"**First:** The name of the limited liability company is Tube City IMS, LLC."

**FIFTH:** That the merger shall be effective at 11:59 p.m. Eastern Time on December 31, 2007.

**SIXTH:** That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company, the address of which is 12 Monongahela Avenue, Glassport, Pennsylvania 15045.

**SEVENTH:** That a copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member or stockholder of the constituent entities.

**EIGHTH:** Any time prior to the time that this Certificate of Merger becomes effective, the merger may be abandoned and this Certificate of Merger terminated in accordance with Section 18-209(b) of the Delaware Act, as applicable, and any other applicable law.

[Signature Page to Follow]

18. 2007 IN WITNESS WHEREOF, this Certificate of Merger has been signed as of December

TUBE CITY, LLC

By: Thomas E. Lillard  
Name: Thomas E. Lillard  
Title: Executive Vice President and Secretary

**TUBE CITY, LLC**  
**AND**  
**INTERNATIONAL MILL SERVICE, INC.**  
**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER ("Agreement") entered into as of the 11th day of December, 2007, between, Tube City, LLC, a Delaware limited liability company ("Tube City") and International Mill Service, Inc., a Pennsylvania corporation ("IMS").

**WITNESSETH:**

**WHEREAS**, the parties hereto desire that IMS merge into and with Tube City (the "Merger") with Tube City surviving as the surviving entity upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Pennsylvania and the State of Delaware; and

**WHEREAS**, pursuant to Section 1924 of the Pennsylvania Corporations and Unincorporated Associations Code (the "Pennsylvania Associations Code") and Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act"), as applicable, the sole shareholder of IMS and the sole member of Tube City have duly approved of the Merger.

**NOW, THEREFORE**, the parties hereto agree, as follows:

1. The Merger. On the Effective Date (as defined in Section 2 hereof), upon the terms and subject to the conditions set forth in this Agreement and pursuant to the provisions of the Pennsylvania Associations Code and the Delaware Act, as applicable, IMS shall merge into and with Tube City. On the Effective Date, the separate existence of IMS shall cease, and Tube City shall continue as the surviving entity in the Merger. The existence of Tube City under the Delaware Act, with all of its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger. The Merger shall have the effects set forth Section 1929 of the Pennsylvania Associations Code and Section 18-209 of the Delaware Act. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date, all of the properties, rights, privileges, powers, and franchises of IMS shall vest in Tube City, and all debts, liabilities and duties of IMS shall become the debts, liabilities and duties of Tube City, as provided under the Pennsylvania Associations Code and the Delaware Act.

2. Effectiveness. A Certificate of Merger and such other documents and instruments as are required by, and complying in all respects with, the Pennsylvania Associations Code and the Delaware Act, as applicable, shall be delivered to the appropriate state officials for filing. The Merger shall become effective at 11:59 p.m. Eastern Time on December 31, 2007 (the "Effective Date").

3. Shares of IMS. On the Effective Date, all of the shares of IMS outstanding prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, shall be canceled and retired without any payment of any consideration therefore and shall cease to exist.

4. Certificate of Formation and Operating Agreement. The Certificate of Formation of Tube City, as in effect immediately preceding the Effective Date (the "Certificate of Formation"), shall be unaffected by the Merger and shall be the Certificate of Formation of Tube City until amended in accordance with applicable law, except that Article First of the Certificate of Formation of Tube City will be amended pursuant to the Certificate of Merger and in accordance with Section 18-209 of the Delaware Act as follows:

"**First:** The name of the limited liability company is Tube City IMS, LLC."

The Amended and Restated Limited Liability Company Agreement of Tube City (the "Operating Agreement") attached hereto as Exhibit A, shall be the Operating Agreement of Tube City following the Merger, until amended in accordance with such Operating Agreement and the Certificate of Formation.

5. Management. The business and affairs of Tube City shall be managed by or under the direction of its sole member, from and after the Effective Date, in accordance with the terms of the Operating Agreement and applicable law.

6. Abandonment. At any time prior to the Effective Time, the transactions contemplated by this Agreement may be abandoned by mutual written consent of the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Delaware.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof by their respective authorized officers as of the day and year first above written.

**TUBE CITY, LLC**

By: \_\_\_\_\_  
Name: Thomas E. Lippard  
Title: Executive Vice President

**INTERNATIONAL MILL SERVICE,  
INC.**

By: Leon Z. Heller  
Name: Leon Z. Heller  
Title: Senior Vice President

**EXHIBIT A**

Tube City, LLC  
Amended and Restated  
Limited Liability Company Operating Agreement  
dated as of December 21, 2004.

See Attached.

**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
TUBE CITY, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Tube City, LLC (the "Company") is made as of December 21, 2004 by Mill Services Corporation, the sole member (the "Member") of the Company.

WHEREAS, the Member, by execution of this Agreement, hereby continues the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101 et seq.), as amended from time to time (the "Act"), and this Agreement, and the Member hereby amends and restates in its entirety that certain Limited Liability Company Agreement of Tube City, LLC, dated as of September 15, 2003, as follows:

Article 1

The Company

1.1 Name. The name of the Company shall be Tube City, LLC.

1.2 Purpose. The purpose of the Company shall be to engage in any lawful act or activity for which a limited liability company may be organized under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

1.3 Registered Agent and Registered Office and Other Offices. The registered office and resident agent of the Company shall be as designated in the Certificate of Formation of the Company or any amendment thereto, and may be changed from time to time by the Member in accordance with the Act. If the resident agent shall ever resign, then the Member shall promptly appoint a successor.

1.4 Term. The term of the Company commenced on September 12, 2003, which was the date of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, and shall continue until the date on which the Company is terminated pursuant to the provisions of this Agreement.

1.5 Organizational Matters. Upon formation and from time-to-time as required, the Member shall execute all such certificates and other documents and make such filings and recordings and perform other acts conforming hereto as shall constitute a compliance with the Act and any other statutes, rules and regulations that affect the Company.

1.6 Tax Status. It is the intention of the Member that while the Member owns 100% of the Membership Interests of the Company, that the Company be treated for U.S. federal income tax purposes as disregarded as an entity separate from the Member, within the meaning of Treasury Regulation Section 301.7701-3(b)(ii). The Company shall not make an election to be taxed as a corporation for U.S. federal income tax purposes.

## Article 2

### The Member

2.1 Action by Member. Except as delegated by the Member to any officers or other persons or entities, the business of the Company shall be conducted under the exclusive management of the Member, who shall have exclusive authority to act for the Company in all matters. The Member shall individually have power and authority on behalf of the Company to (a) carry out all purposes of the Company, (b) purchase, lease or otherwise acquire, or sell, lease or otherwise dispose of, any property, (c) open bank accounts and otherwise invest the funds of the Company, (d) purchase insurance on the business and assets of the Company, (e) commence lawsuits and other proceedings, (f) enter into any agreement, instrument or other writing with respect to the business of the Company, (g) retain accountants, attorneys or other agents, and (h) take any other lawful action that the Member consider necessary, convenient or advisable in connection with any business of the Company.

2.2 Liability for Debts of the Company. The Member shall not be personally liable for any debts or losses of the Company.

### 2.3 Indemnification of Member and Officers.

(a) Each person who at any time is or was a Member or officer of the Company, or an officer or director (or person that performs similar duties of an officer or director) of any subsidiary of the Company and is or was threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Member or officer of the Company, or an officer or director (or person that performs similar duties of an officer or director) of any subsidiary of the Company, shall be indemnified against expenses (including reasonable attorneys' fees and experts' fees), judgments, fines and amounts paid in settlement actually incurred by him or her in connection with any such action, suit or proceeding (each a "Loss") to the full extent permitted by law. Indemnification shall not cover such Loss resulting from gross negligence, fraud or intentional misconduct. The foregoing right of indemnification shall in no way be deemed exclusive of any rights of indemnification to which such Member or officer or an officer or director (or person that performs similar duties of an officer or director) of any subsidiary of the Company may be entitled under any agreement, vote of the Member or otherwise.

(b) Advance Payment. The right to indemnification shall include the

right to be paid or reimbursed by the Company the reasonable expenses incurred by a person (other than an officer of the Company or any of its subsidiaries thereof in respect of claims by the Company or any of its subsidiaries thereof against such officer in such officer's capacity as such) entitled to be indemnified under Section 2.3(a) who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Section 2.3(a) and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under Section 2.3 or otherwise.

(c) Appearance as a Witness. Notwithstanding any other provision of this Section, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by an officer, employee or agent in connection with his or her appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

(d) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section shall not be exclusive of any other right that a Member, member of the Board, officer or other person indemnified pursuant to this Section may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.

2.4 Outside Interests. The Member may engage, invest and participate in, and otherwise enter into, other business ventures of any kind, nature and description, whether or not any such business venture competes with the business of the Company, and neither the Company nor the Member shall have any right in or to any such activities or the income or profits derived therefrom.

### Article 3

3.1 Officers. The Member may, but shall have no obligation to, elect one or more of the following officers to supervise operations of the Company on a day-to-day basis: a president, one or more vice-presidents, a secretary and a treasurer and such other officers as the Member may determine. The Member shall determine the powers, duties and salaries of officers and the other relevant terms and conditions regarding such offices. Any number of offices may be held by the same person. The officers shall have full authority as delegated by the Member to execute documents on behalf of the Company.

3.2 Removal of Officers and Agents. Any officer or agent of the Company may be removed by the Member with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

### Article 4

## Capital

4.1 Membership Interest; Capital Contributions. The percentage interest in the Company held by the Member is one hundred percent (100%). The Member shall have the right, but not the obligation, to make capital contributions to the Company.

## Article 5

### Allocations; Distributions

5.1 Allocation of Income or Loss. All items of income, gain, loss or deduction of the Company shall be allocated to the Member.

5.2 Distributions. Except as otherwise provided in Article 9 hereof, all distributions of cash or other property from the Company to the Member shall be made to the Member in such amounts as the Member deems appropriate, and subject to any reserve which the Member in its discretion may retain.

## Article 6

### Books and Records

6.1 Records and Books of Account. The Member shall keep the records required to be kept pursuant to the Act, and any other books and records with respect to the Company as the Member in their sole discretion shall deem necessary or desirable. The fiscal year of the Company shall be the calendar year. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Member pursuant to Section 18-305 of the Act.

## Article 7

### Transfers of Interests

7.1 Transfer of Interests. The Member may sell, transfer, assign, exchange, mortgage, pledge, grant a security interest in, or otherwise dispose of or encumber all or any part of its Member or economic interest in the Company (including, without limitation, the right to receive distributions and allocations of income and loss) in its sole discretion.

7.2 Substitute Members. In the event of any transfer of all or any part of an interest in the Company in accordance with Section 7.1, the transferee shall be deemed, and shall be admitted as, a substitute Member upon the transferee's execution and delivery to the Company of a counterpart of this Agreement, evidencing the transferee's agreement to be bound by all of the terms and conditions of this Agreement. Any such transferee may be admitted to the Company as a Member and may receive interest in the Company without making a contribution or being obligated to make a contribution to the Company.

## Article 8

### Dissolution

8.1 Events of Dissolution. The Company shall be dissolved upon the earliest to occur of the following:

- (a) the written consent of the Member;
- (b) the bankruptcy, insolvency, withdrawal or dissolution of the Member or the occurrence of any other event that terminates the continued membership of the Member.

8.2 Application of Proceeds. Upon dissolution of the Company, the Member shall wind up the business of the Company and the assets of the Company shall be liquidated, and the cash proceeds applied, first to the satisfaction of creditors and then to the Member.

## Article 9

### Miscellaneous

9.1 Nature of Company Interests. The Member represents and warrants to the Company that the Member acquired its interest in the Company for its own account as an investment and without an intent to distribute publicly the interest. The Member acknowledges that its interest in the Company has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

9.2 Governing Law. This Agreement, and all matters relating to the Member and the Company, shall be governed and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9.3 Entire Agreement and Amendments. This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement, and may not be changed, modified or terminated except by an instrument in writing signed by the Member.

9.4 Headings; Pronouns. The headings in this Agreement are for convenience only and shall not affect the meaning, construction or effect of this Agreement. The use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

9.5 Further Assurances. The Member shall sign such further and other papers, and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

9.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is held invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.7 No Waiver. No failure by the Member to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term or condition.

9.8 Binding Effect. Subject to the restrictions on transfer or assignment contained in this Agreement or existing under applicable law, this Agreement shall inure to the benefit of and be binding upon the Member and its successors and permitted assigns.

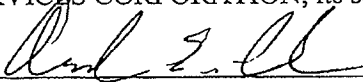
[signature page follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

**TUBE CITY HOLDINGS, LLC**

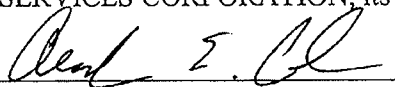
By: MILL SERVICES CORPORATION, its sole member

By:   
Name:  
Title:

**TUBE CITY, LLC**

By: TUBE CITY HOLDINGS, LLC, its sole member

By: MILL SERVICES CORPORATION, its sole member

By:   
Name:  
Title:

Signature Page to Agreement and Plan of Merger