

**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
Chaparral Steel Company		10/24/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, NW
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3210233	PZC
Serial Number:	76669383	FAST FRAME
Serial Number:	76660039	TRANSFORMING ORDINARY MATERIALS INTO EXTRAORDINARY SOLUTIONS
Registration Number:	3300473	CHAPARRAL
Registration Number:	2575942	MICROMIZER
Registration Number:	2613440	MICROPOWER
Registration Number:	1670776	MILLNET
Registration Number:	1531606	CHAPARRAL STEEL
Registration Number:	1478275	MICROTUFF
Registration Number:	1473894	BANTAM BEAMS

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409

**900114377**

**TRADEMARK  
 REEL: 003839 FRAME: 0658**

**CH \$265.00 3210233**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-880-4758  
Email: myoung@phrd.com  
Correspondent Name: Marcus Young  
Address Line 1: 285 Peachtree Center Avenue N.E.  
Address Line 2: 1500 Marquis Two Tower  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.42
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	08/22/2008

**Total Attachments: 11**

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**GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") is made as of October 24, 2007, by **Chaparral Steel Company**, a Delaware corporation, with an office at 4221 West Boy Scout Boulevard, Suite 600, Tampa, Florida 33607 (herein the "Company"), and **Bank of America, N.A.**, a national banking association, with an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as Administrative Agent under the below defined Credit Agreement (herein "Agent").

**WITNESETH:**

WHEREAS, the Company and Agent have entered into (a) that certain Amended and Restated Credit Agreement dated as of October 28, 2005 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among Gerdau Ameristeel Corporation, as the Canadian Borrower, the Company and the other US Borrowers party thereto from time to time, Agent, Bank of America, N.A. (acting through its Canada branch), as the Canadian Administrative Agent, and other Agents, Lenders and Risk Participants party thereto from time to time, and (b) certain Financing Documents (as defined in the Credit Agreement), which Credit Agreement and Financing Documents provide (i) for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and certain of its affiliates, and (ii) for the grant by the Company to Agent, for the benefit of the Secured Parties, of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth herein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby severally acknowledged, the Company agrees as follows:

1. Definitions. Each capitalized term used herein and defined in the Credit Agreement shall have the meaning set forth in the Credit Agreement unless otherwise specifically defined herein. As used herein, the term "Liabilities" shall mean all Lender Indebtedness (as defined in the Credit Agreement) and all other present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) that the Company or any other Credit Party has from time to time incurred or may incur or be under to any of the Secured Parties under the Credit Agreement, the Guarantee or the other Financing Documents.
2. Grant of Security Interest. To secure the payment of the Liabilities, the Company hereby grants to Agent, for the benefit of the Secured Parties, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
  - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a

part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
  - (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
  - (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
  - (v) All cash and non-cash proceeds of the foregoing.
3. Agent's Rights. Upon the occurrence and continuance of any Event of Default under the Credit Agreement, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company or such other address of which they have been notified at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default under the Credit Agreement, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney, as Appendix 1 (the "Power of Attorney") is being executed and delivered by the Company to Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said Power of Attorney in accordance with its terms, after written notification of such exercise from Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs and continues an Event of Default under the Credit Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence and continuation of an Event of Default such right will, upon the exercise by Agent of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease,

whereupon Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Liens, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied in accordance with the Credit Agreement.
7. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. The Company agrees to reimburse Agent for all reasonable costs and expenses incurred by Agent in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Credit Agreement and shall not be deemed to affect, modify or limit the Credit Agreement or any rights that Agent has under the Credit Agreement. The Company agrees to execute and deliver to Agent (at the Company's expense) any further documentation or papers reasonably necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT, TOGETHER WITH THE CREDIT AGREEMENT AND THE US SECURITY AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL. THIS AGREEMENT CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, AGENT, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
11. Events of Default. The occurrence and continuation of an Event of Default under the Credit

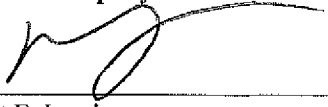
Agreement shall constitute an Event of Default hereunder.

12. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Credit Agreement of:
  - (i) any material claim by a third party that the Company has infringed on the rights of a third party;
  - (ii) any suspected infringement by a third party on the rights of the Company; or
  - (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.
13. Further Assurances. The Company will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf reasonably required to effectuate the terms, provisions and conditions of this Agreement.
14. Termination. This Agreement shall terminate upon termination of the Credit Agreement and full, final and indefeasible payment of all obligations of the Company thereunder. Upon the Company's request, Agent shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

*[Remainder of page intentionally left blank - signatures commence on following page]*

**IN WITNESS WHEREOF**, the Company has caused its duly authorized officer to execute and deliver this Agreement as of October 24, 2007.

**Chaparral Steel Company**

By:   
Name: Robert E. Lewis  
Title: Vice President

Accepted and Agreed:

**Bank of America, N.A.**, as Administrative Agent

By: \_\_\_\_\_  
Name: Robert J. Walker  
Title: Senior Vice President

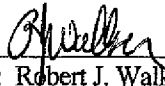
**IN WITNESS WHEREOF**, the Company has caused its duly authorized officer to execute and deliver this Agreement as of October 24, 2007.

**Chaparral Steel Company**

By: \_\_\_\_\_  
Name: Robert E. Lewis  
Title: Vice President

Accepted and Agreed:

**Bank of America, N.A.**, as Administrative Agent

By:   
Name: Robert J. Walker  
Title: Senior Vice President



## Appendix 1

### IRREVOCABLE POWER OF ATTORNEY

**Chaparral Steel Company**, a Delaware corporation, with an office at 4221 West Boy Scout Boulevard, Suite 600, Tampa, Florida 33607 (herein, the "Company"), hereby grants to **Bank of America, N.A.**, a national banking association, with an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as Administrative Agent (herein, the "Agent"), the exclusive Irrevocable Power of Attorney to transfer to the Administrative Agent, or to any designee of the Administrative Agent, all Intellectual Property Collateral listed on the Schedules attached to the Confirmation and Affirmation of Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and the Administrative Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses with respect thereto together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Liabilities (as defined in the Agreement) are outstanding under the Credit Agreement (as defined in the Agreement) or any commitments remain outstanding under the Credit Agreement;

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

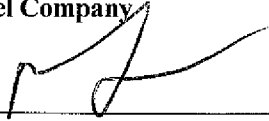
3. The Power of Attorney granted herein shall only be exercisable by the Administrative Agent after the occurrence and during the continuance of an Event of Default under the Credit Agreement; and

4. The Administrative Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by the Administrative Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Administrative Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

*[Remainder of page intentionally left blank - signature appears on following page]*

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute and deliver this Irrevocable Power of Attorney as of October 24, 2007.

Chaparral Steel Company


By:   
Name: Robert E. Lewis  
Title: Vice President

STATE OF Florida )

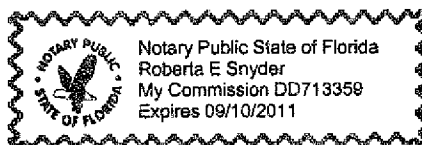
COUNTY OF Hillsborough )

On July 17, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **Robert E. Lewis**, known to me to be the **Vice President** of **Chaparral Steel Company**, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

  
Notary Public

[SEAL]



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

Between

**CHAPARRAL STEEL COMPANY**

And

**BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT**

**US Patents**

Title	Owner	Application No. / Application Date	Patent No. / Grant Date	Expiration Date	Outside Counsel	Other Countries
As-Continuously Cast Beam Blank and Method for Casting Continuously Cast Beam Blank	Chaparral Steel Company	07/511,653 4/20/1990	5,082,746 1/21/1992	4/20/2010	Winstead PC Diane Lettelier (214) 745-5153	Belgium, Luxembourg, Brazil, European Patent Convention
Device for Concentrating Metallic Coins Produced from Shredder Operations	Chaparral Steel Company	10/260,949 9/30/2002	6,860,392 3/1/2005	11/29/2022	Winstead PC Diane Lettelier (214) 745-5153	n/a
Method for Producing a Precipitation Hardenable Martensitic Low Alloy Steel Forging	Chaparral Steel Company	137,105 12/23/1987	4,824,492 4/25/1989	12/23/2007	Winstead PC Diane Lettelier (214) 745-5153	n/a
System and Method for Forming Thin Flat Hot Rolled Steel	Chaparral Steel Company	91919427.4 8/16/1991	0510147 5/2/1997	8/16/2011	Winstead PC Diane Lettelier (214) 745-5153	European Patent Convention Only
Method of Casting and Rolling and Roll Stand Arrangement for Rolling Finished Sections (Sheet piling Sections)	Chaparral Steel Company	09/112,709 7/9/1998	6,035,683 3/14/2000	7/9/2018	Winstead PC Diane Lettelier (214) 745-5153	n/a
Z-Shaped Sheet Piling	Chaparral Steel Company	11/332,916 11/7/2006	7,168,891 1/30/2007	1/17/2026	Phillips Lytle LLP Rowland Richards (716) 847-7069	n/a
Z-Shaped Sheet Piling	Chaparral Steel Company	10/995,656 11/23/2004	7,018,140 3/28/2006	11/23/2024	Phillips Lytle LLP Rowland Richards (716) 847-7069	n/a
Z-Shaped Sheet Piling	Chaparral Steel Company and L.B. Foster Company	09/473,757 12/28/1999	6,420,014 7/16/2002	12/28/2019	Phillips Lytle LLP Rowland Richards (716) 847-7069	n/a
Z-Shaped Sheet Piling	Chaparral Steel Company	11/637,973 4/24/2007	n/a	n/a	Phillips Lytle LLP Rowland Richards (716) 847-7069	Europe, China, India, Brazil

**TRADEMARK**

**REEL: 003839 FRAME: 0668**

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

Between

**CHAPARRAL STEEL COMPANY**

And

**BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT**

**US Trademarks**

Mark	Owner	Application No. / Application Date	Registration No. / Registration Date	Outside Counsel	Other Countries
PZC	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	78/606253 4/11/2005	3210233 2/20/2007	Winstead PC Diane Lettelier (214) 745-5153	Madrid Protocol
FAST FRAME	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	76/669383 11/22/06	n/a	Winstead PC Diane Lettelier (214) 745-5153	n/a
TRANSFORMING ORDINARY MATERIALS INTO EXTRAORDINARY SOLUTIONS	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	76/660039 5/15/06	n/a	Winstead PC Diane Lettelier (214) 745-5153	n/a
CHAPARRAL	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	76/657187 3/23/06	3300473 10/2/2007	Winstead PC Diane Lettelier (214) 745-5153	n/a
MICROMIZER	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	76/264953 5/3/2001	2575942 6/4/2002	Winstead PC Diane Lettelier (214) 745-5153	n/a
MICROPOWER	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	76/201262 1/29/2001	2613440 8/27/2002	Winstead PC Diane Lettelier (214) 745-5153	n/a
MILLNET	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	74/081608 7/23/1990	1670776 12/31/1991	Winstead PC Diane Lettelier (214) 745-5153	n/a
CHAPARRAL STEEL (and Design)	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	73/734185 6/14/1988	1531606 3/28/1989	Winstead PC Diane Lettelier (214) 745-5153	Canada, Switzerland, Germany, France, Mexico, Norway
MICROTUFF	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	73/672159 7/15/1987	1478275 3/1/1988	Winstead PC Diane Lettelier (214) 745-5153	n/a
BANTAM BEAMS	Chaparral Steel Company C/O Gerdau Ameristeel Corporation	73/630537 11/17/1986	1473894 1/26/1988	Winstead PC Diane Lettelier (214) 745-5153	n/a

**TRADEMARK**

**REEL: 003839 FRAME: 0669**

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

**Between**

**CHAPARRAL STEEL COMPANY**

**And**

**BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT**

LICENSES

None