

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
RathGibson LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	191 Peachtree Street, N.E.		
Internal Address:	Suite 3800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1392943	RATH MICRO WELD	
Registration Number:	1397380	MICRO WELD	
Serial Number:	77932813	GTC	
Serial Number:	77932809	GREENVILLE TUBE	
CORRESPONDENCE DATA			
Fax Number:	(678)533-7787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3717.141		

CH \$1115.00 1392943

900166863

TRADEMARK
REEL: 004241 FRAME: 0461

NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/MMP/
Date:	07/13/2010
Total Attachments: 5 source=Trademark Security Agreement (RathGibson)#page1.tif source=Trademark Security Agreement (RathGibson)#page2.tif source=Trademark Security Agreement (RathGibson)#page3.tif source=Trademark Security Agreement (RathGibson)#page4.tif source=Trademark Security Agreement (RathGibson)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made and entered into as of June 30, 2010, between **REGIONS BANK**, an Alabama banking corporation having an office at 30 South Wacker Drive, Suite 3903, Chicago, Illinois 60606, as agent for itself and Lenders (as hereinafter defined), (together with its successors in such capacity, "Agent"), and **RATHGIBSON LLC**, a Delaware limited liability company having its principal place of business at 475 Half Day Road, Suite 210, Lincolnshire, Illinois 60069 ("Company").

Recitals:

Company and certain affiliates of Company (Company and such affiliates collectively referred to as "Borrowers") desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among Borrowers, Agent and Lenders.

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants to Agent, for the benefit of itself and Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now owned or hereafter created, acquired or arising (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto 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, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

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

(c) all proceeds of the foregoing.

3. If, before Full Payment of the Obligations, 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 Section 2 hereof shall automatically apply thereto, and Company shall give notice thereof to Agent as required under the Loan Agreement.

4. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 hereof.

5. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted pursuant to the Loan Agreement and Company hereby acknowledges and affirms that the rights and remedies with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Company authorizes and requests that the United States Patent and Trademark Office (and any state, foreign or other authority to which this Trademark Security Agreement is submitted) record this Trademark Security Agreement in order to publicly reflect the security interests of the Agent and the Lenders in the Trademark Collateral.

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

8. 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.

9. This Agreement, together with the other Loan 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 Section 4 hereof.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

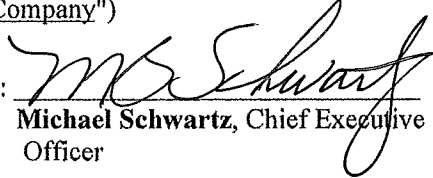
11. This Agreement shall be governed by and construed according to the laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law.

12. **To the fullest extent permitted by Applicable Law, Company and 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.**

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

RATHGIBSON LLC
("Company")

By: 
Michael Schwartz, Chief Executive Officer

REGIONS BANK, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

RATHGIBSON LLC
("Company")

By: _____
Michael Schwartz, Chief Executive
Officer

REGIONS BANK, as Agent

By: _____
Name: Jim Anderson
Title: SVP

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
RATH MICRO WELD and Design	1,392,943	May 13, 1986	U.S.
MICRO WELD	1,397,380	June 17, 1986	U.S.
MID-SOUTH CONTROL LINE	601814	May 21, 2008	Louisiana
MID-SOUTH CONTROL LINE and Design	601813	May 21, 2008	Louisiana
RATH Device	4495580	February 2, 2005	China
RATH Device	4495581	February 2, 2005	China
G Device	4495584	February 2, 2005	China
Gibson	4495583	February 2, 2005	China
RATHGIBSON and Design	5117284	January 13, 2006	China
RATHGIBSON and Design	1199726	March 16, 2006	Taiwan
RATH Device	1199727	March 16, 2006	Taiwan
G Device	1199729	March 16, 2006	Taiwan
RATH and Design	1199728	March 16, 2006	Taiwan

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
GTC & Design	77/932,813	February 10 2009	U.S.
GREENVILLE TUBE	77/932,809	February 10 2009	U.S.