

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
New Star Metals Inc.		06/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	Agency & Trust		
Internal Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3937140	NEW STAR METALS	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269600		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	24152/003		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

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**TRADEMARK
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Date:

06/16/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2011 (this "Agreement"), between Citibank, N.A., as the Agent under the Security Agreement referred to below (together with its successors and assigns, the "Agent"), and New Star Metals Inc. (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor, the other Credit Parties signatory thereto, the financial institutions party thereto as lenders and the Agent have entered into the Term Loan Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor and the other Credit Parties have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Agent for the benefit of the Secured Parties (as such term is defined in the Loan Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its trademarks; and

WHEREAS, the Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Agent in the Grantor's trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trademark applications and trade names registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

- (ii) all trademarks, trade names, trade dress and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iii) all registrations and recordings with respect to any of the foregoing;
- (iv) all renewals of any of the foregoing;
- (v) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and
- (vi) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Agent primarily for recording purposes. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

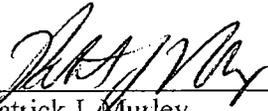
SECTION 5. JURY TRIAL WAIVER. THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN, UPON THE EXECUTION THEREOF, SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, BY AND BETWEEN THE AGENT AND U.S. BANK NATIONAL ASSOCIATION, DATED AS OF THE DATE HEREOF (AS THE SAME MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), IF ANY. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, IF ANY, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NEW STAR METALS INC.,
a Delaware corporation

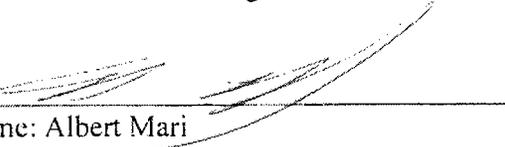
By: 
Name: Patrick J. Murley
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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Accepted and acknowledged by:

CITIBANK, N.A., as Agent

By: 

Name: Albert Mari

Title: Vice President

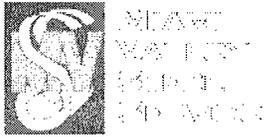
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004563 FRAME: 0829

Schedule A
to Trademark Security Agreement

Grantor	Mark	Country	Registration No.	Registration Date
New Star Metal Inc.	New Star Metals	United States	8505956/85059561	June 10, 2010

Common Law Trademarks:

<u>Grantor</u>	<u>Mark</u>
New Star Metals Inc.	
Electric Coating Technologies LLC	
Electric Coating Technologies LLC	Electric Coating Technologies
U.S. Metals & Supply LLC	
U.S. Metals & Supply LLC	U.S. Metals & Supply
Miami Valley Steel Service, Inc.	
Miami Valley Steel Service, Inc.	Miami Valley Steel Service
Premier Resource Group LLC	
Premier Resource Group LLC	Premier Resource Group