

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Agent Resignation and Appointment Agreement												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>GREAT LAKE COPPER, INC.</td> <td>FORMERLY WOLVERINE TUBE (CANADA) INC.</td> <td>08/31/2011</td> <td>CORPORATION: CANADA</td> </tr> <tr> <td>CIBC ASSET-BASED LENDING INC.</td> <td>FORMERLY CIT BUSINESS CREDIT CANADA</td> <td>08/31/2011</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	GREAT LAKE COPPER, INC.	FORMERLY WOLVERINE TUBE (CANADA) INC.	08/31/2011	CORPORATION: CANADA	CIBC ASSET-BASED LENDING INC.	FORMERLY CIT BUSINESS CREDIT CANADA	08/31/2011	CORPORATION: CANADA
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
Fax Number: (905)528-5833 Email: maribel.wray@gowlings.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: Gowling Lafleur Henderson LLP Address Line 1: One Main Street West Address Line 4: Hamilton, CANADA L8P 4Z5													
<b>ATTORNEY DOCKET NUMBER:</b>	T973544												
<b>DOMESTIC REPRESENTATIVE</b>													
Name:													

**CH \$40.00 2257474**

**900209493**

**TRADEMARK  
 REEL: 004677 FRAME: 0057**

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Peter Milne
Signature:	/Peter Milne/
Date:	12/13/2011

**Total Attachments: 6**

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## AGENT RESIGNATION AND APPOINTMENT AGREEMENT

AGENT RESIGNATION AND APPOINTMENT AGREEMENT, dated as of August 31, 2011 (this "Agreement"), among GREAT LAKES COPPER, INC. (formerly known as WOLVERINE TUBE (CANADA) INC. and successor by amalgamation to 2172945 ONTARIO LIMITED) (the "Borrower"), the lenders party hereto, CIBC ASSET-BASED LENDING INC. (formerly known as CIT Business Credit Canada Inc.), as resigning Agent (the "Resigning Agent"), and CANADIAN IMPERIAL BANK OF COMMERCE, as successor Agent (the "Successor Agent").

### WITNESSETH:

WHEREAS the Borrower, the lenders party thereto and the Resigning Agent have entered into that certain Credit Agreement dated as of July 8, 2008 (the "Credit Agreement"); capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement);

WHEREAS the Resigning Agent would like to resign as Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS the Required Lenders and the Borrower would like to confirm and acknowledge the appointment of the Successor Agent as successor Agent pursuant to Section 8.9 of the Credit Agreement and agree to the matters described herein, and the Successor Agent would like to accept such appointment; and

WHEREAS the Required Lenders and the Borrower would like to confirm and acknowledge the appointment of the Canadian Imperial Bank of Commerce as Issuing Bank under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

### ARTICLE I

#### RESIGNATION AND APPOINTMENT

Section 1.1 Resignation and Appointment. As of the date hereof, (a) the Resigning Agent hereby transfers and assigns to the Successor Agent all of its rights in its capacity as Agent under the Credit Agreement and the other Loan Documents; (b) the Resigning Agent hereby resigns as Agent; and (c) the Successor Agent is hereby appointed as Agent for all purposes under the Credit Agreement and the other Loan Documents and shall succeed to and become vested with all the rights, powers, privileges and duties of the Agent, and the Successor Agent hereby accepts such appointment as Agent. As of the date hereof, the Resigning Agent is hereby discharged from its duties and obligations as Agent under the Credit Agreement and the other Loan Documents. In the event that any rights of the Resigning Agent in and to the Loan Documents are incapable of being transferred by the Resigning Agent, the Resigning Agent shall hold its interest therein in trust for the Successor Agent and will assign such rights, titles and interests to the Successor Agent forthwith upon it becoming able to do so.

Section 1.2 Waiver of Notice. Any requirement under the Credit Agreement that the Resigning Agent provide prior notice of its resignation as Agent is hereby waived.

Section 1.3 Payment Office. As of the date hereof, the definition of "Payment Office" in the Credit Agreement is amended and restated in its entirety to read as follows:

"**Payment Office**" means the Agent's office located at 207 Queens Quay West, Suite 705, Toronto, Ontario, M5J 1A7, Attention: Senior Director, Portfolio Management (or such other office or individual as the Agent may hereafter designate in writing to the other parties hereto).

Section 1.4 Letters of Credit.

(a) notwithstanding Section 2.18 of the Credit Agreement, in lieu of the Agent executing Letter of Credit Guarantees in order to assist the Borrower in establishing Letters of Credit with the Issuing Bank, the Borrower shall request any Letter of Credit directly from the Issuing Bank; and

(b) notwithstanding Section 2.10 of the Credit Agreement, to induce the Issuing Bank to issue Letters of Credit in favour of the Borrower, and in lieu of the payment of LC Guarantee Fees and Further Guarantee Fees in respect of a Letter of Credit Guarantee, the Borrower hereby agrees to pay to the Successor Agent, for the account of each Lender (ratably in accordance with each Lender's Applicable Percentage) a fee (a "Letter of Credit Fee") with respect to the provision of Letters of Credit which are documentary Letters of Credit, at the rate of 1.20% per annum, and with respect to Letters of Credit that are not documentary Letters of Credit, at the rate of 2.20% per annum, in each case on the average daily amount of the Letter of Credit Exposure during the period from and including the Effective Date (or the date on which any Letter of Credit Exposure first exists) to but excluding the latter of: (i) the date of termination of the Revolving Loan Commitments and (ii) the date on which there ceases to be any Letter of Credit Exposure. All such Letter of Credit Fees shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Revolving Credit Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the Revolving Credit Commitments terminate, as the case may be); provided that all Letter of Credit Fees, together with all Standard LC Fees (as defined in the Credit Agreement), accruing after the date on which the Revolving Credit Commitments terminate shall be payable on demand. All Letter of Credit Fees payable pursuant to this Section 1.4 shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For greater certainty, the Borrower shall continue to pay LC Guarantee Fees pursuant to section 2.10 of the Credit Agreement in respect of any Letter of Credit Guarantee provided in respect of any Letter of Credit issued prior to the date hereof.

Section 1.5 Address for Notices. As of the date hereof, the address for notices to the Agent shall be:

Canadian Imperial Bank of Commerce  
207 Queens Quay West, Suite 705  
Toronto, Ontario M5J 1A7  
Attention: Senior Director, Portfolio Management  
Telecopier No.: 416-861-8415

## ARTICLE II

### CONDITIONS TO EFFECTIVENESS

The effectiveness of this Agreement is subject to each of the Borrower, the Resigning Agent, the Successor Agent, the Issuing Bank and the Required Lenders delivering an executed counterpart of this Agreement.

## ARTICLE III

### MISCELLANEOUS

Section 3.1 Effect of Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. Notwithstanding anything in this Agreement to the contrary, the rights of the Resigning Agent under Section 8.9(b) of the Credit Agreement (as in effect immediately prior to the effectiveness of this Agreement) shall continue in full force and effect after the effectiveness of this Agreement. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

Section 3.2 No Representations by Lenders or Agent. The Borrower hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Lender or the Resigning Agent or the Successor Agent, other than those expressly contained herein, in entering into this Agreement.

Section 3.3 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders, the Resigning Agent and the Successor Agent.

Section 3.4 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Agreement. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein.

Section 3.5 Severability. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 3.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any

Section 3.7 Governing Law. This Agreement shall be construed in accordance with and governed by the Laws of the Province of Ontario and the laws of Canada applicable therein.

Section 3.8 Consent. The Borrower and each Lender hereby consent to this Agreement and the matters contemplated herein.

Section 3.9 Ratification of Loan Documents and Security. The Borrower hereby confirms and agrees that after the effectiveness of this Agreement, each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, and, in the case of the Security Documents, do and shall continue to secure the payment of all of the Obligations secured thereby.

Section 3.10 Further Assurances. Each party hereto will from time to time promptly take such action, and execute and deliver such further documents, as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this Agreement.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

**GREAT LAKES COPPER, INC.**, as Borrower

By 


Name:

Julie Smith

Title:

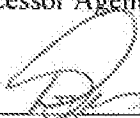
CEO

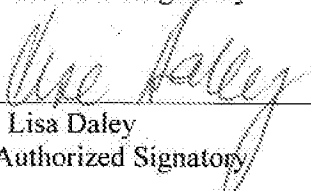
**CIBC ASSET-BASED LENDING INC., as Resigning Agent and Lender**

By:   
Name: Donald Rogers  
Title: Authorized Signatory

By:   
Name: Lisa Daley  
Title: Authorized Signatory

**CANADIAN IMPERIAL BANK OF COMMERCE,  
as Successor Agent and Issuing Bank**

By:   
Name: Donald Rogers  
Title: Authorized Signatory

By:   
Name: Lisa Daley  
Title: Authorized Signatory