

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement												
CONVEYING PARTY DATA													
<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>CIBC ASSET-BASED LENDING INC.</td> <td>FORMERLY CIT BUSINESS CREDIT CANADA</td> <td>08/31/2011</td> <td>CORPORATION: CANADA</td> </tr> <tr> <td>GREAT LAKE COPPER, INC.</td> <td>FORMERLY WOLVERINE TUBE (CANADA) INC.</td> <td>08/31/2011</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	CIBC ASSET-BASED LENDING INC.	FORMERLY CIT BUSINESS CREDIT CANADA	08/31/2011	CORPORATION: CANADA	GREAT LAKE COPPER, INC.	FORMERLY WOLVERINE TUBE (CANADA) INC.	08/31/2011	CORPORATION: CANADA
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>CANADIAN IMPERIAL BANK OF COMMERCE</td> </tr> <tr> <td>Street Address:</td> <td>207 Queen's Quay West, Suite 705</td> </tr> <tr> <td>City:</td> <td>Toronto</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Entity Type:</td> <td>Bank: CANADA</td> </tr> </table>		Name:	CANADIAN IMPERIAL BANK OF COMMERCE	Street Address:	207 Queen's Quay West, Suite 705	City:	Toronto	State/Country:	CANADA	Entity Type:	Bank: CANADA		
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State/Country:	CANADA												
Entity Type:	Bank: CANADA												
PROPERTY NUMBERS Total: 1													
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Registration Number:	2257474	GAS-TEC											
CORRESPONDENCE DATA													
<p>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></p> <p>Correspondent Name: Gowling Lafleur Henderson LLP Address Line 1: One Main Street West Address Line 4: Hamilton, CANADA L8P 4Z5</p>													
ATTORNEY DOCKET NUMBER:	T973544												
DOMESTIC REPRESENTATIVE													
<p>Name: Address Line 1:</p>													

CH \$40.00 2257474

900209487

**TRADEMARK
 REEL: 004677 FRAME: 0384**

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Peter Milne

Signature:

/Peter Milne/

Date:

12/13/2011

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated: August 31, 2011

Reference is made to the credit agreement dated as of July 8, 2008, among **THE FINANCIAL INSTITUTIONS LISTED AS LENDERS ON THE SIGNATURE PAGES THERETO**, as lenders, **CIBC ASSET-BASED LENDING INC.** (formerly known as CIT Business Credit Canada), as agent for the lenders, **GREAT LAKES COPPER, INC.** (formerly known as WOLVERINE TUBE (CANADA) INC. and successor by amalgamation to 2172945 ONTARIO LIMITED), as borrower, and **THE OTHER CREDIT PARTIES FROM TIME TO TIME PARTIES THERETO**, as guarantors (as may be modified, amended, renewed, extended, restated, or replaced from time to time, the "**Credit Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

This Assignment and Assumption Agreement, between **CIBC Asset-Based Lending Inc.** (herein the "**Assignor**", as further defined and set forth on Schedule 1 hereto and made a part hereof) and **Canadian Imperial Bank of Commerce** (herein the "**Assignee**", as further defined and set forth on Schedule 1 hereto and made a part hereof) is dated as of Effective Date (as set forth on Schedule 1 hereto and made a part hereof).

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor (subject to Section 2 hereof), and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor (subject to Section 2 hereof), as of the Effective Date, an undivided interest (the "**Assigned Interest**") in and to all the Assignor's rights and obligations under the Credit Agreement, and only the credit facilities contained in the Credit Agreement as are set forth on Schedule 1 (the "**Assigned Facility**"), in a principal amount for such Assigned Facility as set forth on Schedule 1, and all right, title and interest of the Assignor in and to the Loan Documents relating thereto.
2. The Assignor: (i) represents and warrants that it is legally authorized to enter into this Assignment and Assumption Agreement, (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other instrument, document or agreement executed in conjunction therewith (collectively the "**Ancillary Documents**") or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any Collateral thereunder or any of the Ancillary Documents furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any guarantor or the performance or observance by the Borrower or any guarantor of any of its


respective obligations under the Credit Agreement or any of the Ancillary Documents furnished pursuant thereto.

3. The Assignee: (i) represents and warrants that it is legally authorized to enter into this Assignment and Assumption Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with the copies of the most recent financial statements of the Borrower, and such other documents and information as it has deemed appropriate to make its own credit analysis; (iii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vi) confirms the appointment of the Agent as "fondé de pouvoir" pursuant to section 8.11 of the Credit Agreement.
4. Following the execution of this Assignment and Assumption Agreement, such agreement will be delivered to the Agent for acceptance by it and the Borrower, effective as of the Effective Date.
5. Upon such acceptance, from and after the Effective Date, the Agent shall make all payments in respect of the assigned interest (including payments of principal, interest, fees and other amounts) to the Assignee, whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date; provided, however, that in respect of any Guarantee Fee, the Assignee acknowledges and agrees that such fee shall be shared on a pro rata basis after deduction for fees owing to the Issuing Bank (being an amount equal to 0.45% per annum, payable monthly, on the face amount of each Letter of Credit issued and outstanding). The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date made by the Agent or with respect to the making of this assignment directly between themselves.
6. From and after the Effective Date: (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption Agreement, have the rights and obligations of a Lender thereunder, and (ii) the Assignor shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.
8. This Assignment and Assumption Agreement may be executed in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

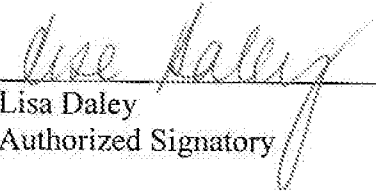
Accepted:
CIBC ASSET-BASED LENDING INC.
As Lender and Agent for the Lenders

By: 
Name: Donald Rogers
Title: Authorized Signatory

By: 
Name: Lisa Daley
Title: Authorized Signatory


CANADIAN IMPERIAL BANK OF COMMERCE,
As Assignee


By: 
Name: Donald Rogers
Title: Authorized Signatory

By: 
Name: Lisa Daley
Title: Authorized Signatory

CIBC ASSET-BASED LENDING INC.

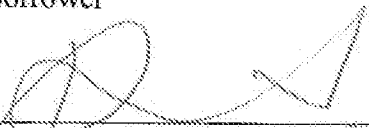
As Assignor

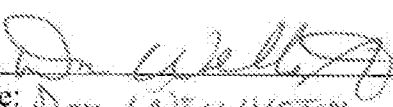
By: 
Name: Donald Rogers
Title: Authorized Signatory

By: 
Name: Lisa Daley
Title: Authorized Signatory

GREAT LAKES COPPER, INC.,

As Borrower

By: 
Name: Julio Smith
Title: CFO

By: 
Name: Don Weatherston
Title: President

Schedule 1 to Assignment and Assumption Agreement

Name of Assignor: CIBC Asset-Based Lending Inc.

Name of Assignee: Canadian Imperial Bank of Commerce

Effective Date of Assignment: August 31, 2011

Assigned Revolving Credit	Principal Amount Assigned	Percentage Assigned of Revolving Credit
	\$30,000,000	100%
Total:	<u>\$30,000,000</u>	

Assigned Term Credit	Principal Amount Assigned	Percentage Assigned of Term Credit
	\$8,000,000	100%
Total:	<u>\$8,000,000</u>	