

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor's name: GREAT LAKES COPPER, INC. previously recorded on Reel 004677 Frame 0384. Assignor(s) hereby confirms the ASSIGNMENT AND ASSUMPTION AGREEMENT.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	CIBC ASSET-BASED LENDING INC.	FORMERLY CIT BUSINESS CREDIT CANADA	08/31/2011	CORPORATION: CANADA
	GREAT LAKES COPPER, INC.	FORMERLY WOLVERINE TUBE (CANADA) INC.	08/31/2011	CORPORATION: CANADA
RECEIVING PARTY DATA				
Name:	CANADIAN IMPERIAL BANK OF COMMERCE			
Street Address:	207 Queen's Quay West, Suite 705			
City:	Toronto			
State/Country:	CANADA			
Entity Type:	Bank: CANADA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2257474	GAS-TEC	
CORRESPONDENCE DATA				
Fax Number:	(905)528-5833			
Phone:	(905) 540-3280			
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			
DOMESTIC REPRESENTATIVE				
Name:				

CH \$40.00 2257474

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

NAME OF SUBMITTER:

Peter Milne

Signature:

/Peter Milne/

Date:

02/28/2012

**Total Attachments: 9**

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 14, 2011

PTAS

GOWLING LAFLEUR HENDERSON LLP  
ONE MAIN STREET WEST  
HAMILTON, L8P 4Z5 CANADA

900209487

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/13/2011

REEL/FRAME: 4677/0384  
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT AND ASSUMPTION AGREEMENT

DOCKET NUMBER: T973544

ASSIGNOR:

CIBC ASSET-BASED LENDING INC.  
FORMERLY CIT BUSINESS CREDIT CANADA

DOC DATE: 08/31/2011  
CITIZENSHIP: CANADA  
ENTITY: CORPORATION

ASSIGNOR:

GREAT LAKE COPPER, INC.  
FORMERLY WOLVERINE TUBE (CANADA)  
INC.

DOC DATE: 08/31/2011  
CITIZENSHIP: CANADA  
ENTITY: CORPORATION

ASSIGNEE:

CANADIAN IMPERIAL BANK OF COMMERCE  
207 QUEEN'S QUAY WEST, SUITE 705  
TORONTO, CANADA

CITIZENSHIP: CANADA  
ENTITY: BANK

SERIAL NUMBER: 75120796

FILING DATE: 06/18/1996

REGISTRATION NUMBER: 2257474

REGISTRATION DATE: 06/29/1999

MARK: GAS-TEC

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Agreement												
<b>CONVEYING PARTY DATA</b>													
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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: Address Line 1:													

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United States Patent and Trademark Office

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*Electronic Trademark Assignment System*

## Confirmation Receipt

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
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<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2257474	GAS-TEC	

## 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.

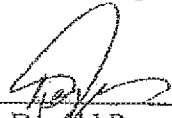
3. The Assignee: (i) represents and warrants that it is legally authorized to enter into this Assignment and Assumption Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with the copies of the most recent financial statements of the Borrower, and such other documents 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 accrued 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.

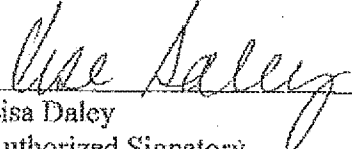


7. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.
8. This Assignment and Assumption Agreement may be executed in one or more counterparts by facsimile transmission, each of 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.

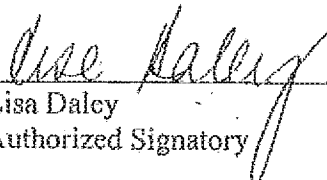
Accepted:  
**CIBC ASSET-BASED LENDING INC.**  
As Lender and Agent for the Lenders

By:   
Name: Donald Rogers  
Title: Authorized Signatory


By:   
Name: Lisa Daley  
Title: Authorized Signatory

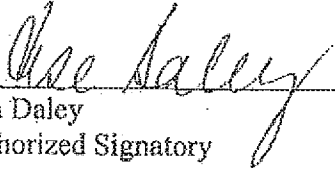
**CANADIAN IMPERIAL BANK OF COMMERCE,**  
As Assignee

By:   
Name: Donald Rogers  
Title: Authorized Signatory

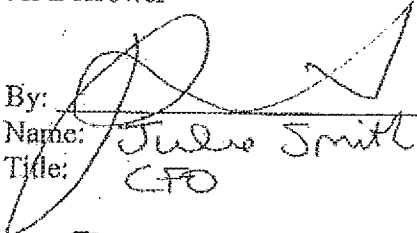
By:   
Name: Lisa Daley  
Title: Authorized Signatory

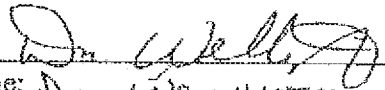
**CIBC ASSET-BASED LENDING INC.**  
As Assignor

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 WELLINGTON  
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>	