

01-10-2003



Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102334667

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bankers Trust Corporation 1-7-03 Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Specialty Piping Components, Inc. Internal Address: Street Address: 550 WESTCOTT, SUITE 500 City: Houston State: TX Zip: 77007 Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release of Security Agreement Execution Date: 07/29/2002

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 09/496,568; 09/578,939 09/596,504; 10/071,543 Additional numbers attached? [x] Yes [] No

B. Patent No.(s) 4909548; 5845386 6158781; 6279964; 6367846

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David Pille Internal Address: Locke Liddell & Sapp LLP Street Address: 3400 JPMorganChase Tower 600 Travis City: Houston State: TX Zip: 77002-3095

6. Total number of applications and patents involved: 9 7. Total fee (37 CFR 3.41) \$ 360 [] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 12-1322

DO NOT USE THIS SPACE

9. Signature. David Pille Name of Person Signing [Signature] Signature 8/8/2002 Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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COMM. OF PAT. & TRADEMARKS
WASHINGTON, DC

SCHEDULE A
TO
RELEASE AND REASSIGNMENT

U.S. TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Date Recorded</u>	<u>Reel</u>	<u>Frame</u>
SPC and design	2,337,597	Dec. 27, 2000	2261	0652
SPC	2,401,707	N/A	N/A	N/A
TAPER-LOK	1,384,951	July 23, 1998	1766	0209

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Number</u>	<u>Date Recorded</u>	<u>Reel</u>	<u>Frame</u>
Design (hammer nut)	76/080,270	Dec. 27, 2000	2206	0770

SCHEDULE B
TO
RELEASE AND REASSIGNMENT

U.S. PATENTS

<u>Title</u>	<u>Number</u>	<u>Date Recorded</u>	<u>Reel</u>	<u>Frame</u>
Compound-taper flange assembly	4,909,548	N/A	N/A	N/A
Method for connecting a multiple-piece elbow assembly	5,845,386	Dec. 27, 2000	11379	0283
Pipeline swivel coupling	6,158,781	N/A	N/A	N/A
Multiple-piece elbow assembly	6,279,964	N/A	N/A	N/A
Connector for buoyancy cans	6,367,846	N/A	N/A	N/A

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Number</u>	<u>Date Recorded</u>	<u>Reel</u>	<u>Frame</u>
Misalignment tubular connector	09/496,568	N/A	N/A	N/A
Seal ring retainer	09/578,939	N/A	N/A	N/A
Alignment tool for pipe couplings	09/596,504	N/A	N/A	N/A
Seal ring retainer	10/071,543	N/A	N/A	N/A

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "Release and Reassignment") is made as of July 31, 2002, by Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent (in such capacity, "Agent") for the benefit of itself and the other financial institutions (collectively, "Lenders") from time to time parties to the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, Lenders, Agent and Specialty Piping Components, Inc., a Texas corporation ("Borrower"), are parties to (i) a certain Credit Agreement, dated as of June 30, 1998 (the "Credit Agreement"); (ii) a certain Security Agreement, dated as of June 30, 1998; and (iii) a certain Assignment of Security Interest in United States Trademarks and Patents, dated as of June 30, 1998 (the "Trademark & Patent Security Agreement"), each as may have been amended from time to time, pursuant to which Borrower has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Patents (in each case as defined below) as security for the Obligations (as defined in the Credit Agreement) of Borrower, including the Trademarks set forth on Schedule A hereto and Patents set forth on Schedule B hereto; and

WHEREAS, the Trademark & Patent Security Agreement was recorded in the United States Patent and Trademark Office in the Trademark Division and in the Patent Division on the dates and at the reels and frames specified on Schedule A and Schedule B hereto; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and among Ameri-Forge Corporation, a Texas corporation now known as Ameri-Forge Group Inc., Borrower, Steel Industries, Inc., a Michigan corporation, and Texas Metal Works, Inc., a Texas corporation, dated as of July 19, 2002 (the "Purchase Agreement"), Lenders have determined, and have requested and directed Agent, to release its security interest in the Collateral (as hereinafter defined) and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "Collateral"):

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's

rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 1(a), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(b) patents, registered patents, patent applications, including, without limitation, the patents, registered patents and patent applications listed on Schedule B attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower’s rights corresponding thereto throughout the world (all of the foregoing patents, registered patents and patent applications, together with the items described in clauses (i)-(iv) in this Section 1(b), are sometimes hereinafter individually and/or collectively referred to as the “Patents”).

2. Notwithstanding the foregoing, the terms “Collateral,” “Trademarks” and “Patents” shall not include any Retained Assets, as defined in the Purchase Agreement.

3. Agent hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Agent, all of Agent’s right, title and interest in and to the Collateral.

[signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

Deutsche Bank Trust Company Americas, in its capacity as Agent

By: [Signature]
Name: _____
Title: Keith C. Braun
Director

ACKNOWLEDGEMENT

STATE OF New York §
 §
COUNTY OF New York §

On this 29th day of July, 2002, before me personally appeared Keith C. Braun to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of Deutsche Bank Trust Company Americas a national banking association.

[Signature]
Notary Public
My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires _____

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires April 18, 2006