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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



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

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

## 1. Name of conveying party(ies):

Rossborough Manufacturing Company

## 2. Name and address of receiving party(ies)

Name: The Huntington National Bank

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Street Address: 917 Euclid Avenue

City: Cleveland State: OH Zip: 44115

Execution Date: 11/30/2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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)

See Exhibit 1 attached hereto.

B. Patent No.(s)

See Exhibit 2 attached hereto.

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey C. Toole, Esq.

Internal Address: Buckley King, LPA

Street Address: 600 Superior Ave., NE

1400 Bank One Center

City: Cleveland State: OH Zip: 44114-2652

## 6. Total number of applications and patents involved: 30

7. Total fee (37 CFR 3.41).....\$ 1,200.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

02/13/2003 DDYRNE 00000012 536631

01 FC:802 1200.00 UP

DO NOT USE THIS SPACE

## 9. Signature.

The Huntington National Bank

By: Jeffrey C. Toole, Esq., its atty

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 32

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

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PATENT  
REEL: 013751 FRAME: 0795

**EXHIBIT 1**  
to  
**RECORDATION FORM COVER SHEET**

**Continuation of Item 4**

**Pending Patent Applications**

<i>Title</i>	<i>Serial No.</i>	<i>Date Filed</i>	<i>Registered Holder(s)</i>	<i>Country</i>
Magnesium Desulfurization Agent	P010101680	04/09/01	Rosborough Manufacturing Co.	Argentina
Magnesium Desulfurization Agent	PI0101445-5*	04/10/01	Rosborough Manufacturing Co.	Brazil
Magnesium Desulfurization Agent	2339399*	03/05/01	Rosborough Manufacturing Co.	Canada
Magnesium Desulfurization Agent	01108667.5*	04/06/01	Rosborough Manufacturing Co.	European Patent Convention
Magnesium Desulfurization Agent	2001-110860*	04/10/01	Rosborough Manufacturing Co.	Japan
Magnesium Desulfurization Agent	02102631.9*	04/09/02	Rosborough Manufacturing Co.	Hong Kong
Magnesium Desulfurization Agent	01/03305*	03/30/01	Rosborough Manufacturing Co.	Mexico
Magnesium Desulfurization Agent	20011799*	04/09/01	Rosborough Manufacturing Co.	Norway
Magnesium Desulfurization Agent	P346962*	04/09/01	Rosborough Manufacturing Co.	Poland
Magnesium Desulfurization Agent	PV 0448-2001*	04/03/01	Rosborough Manufacturing Co.	Slovak Republic
Magnesium Desulfurization Agent	90104729*	03/01/01	Rosborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	P010101681*	04/09/01	Rosborough Manufacturing Co.	Argentina

Magnesium Injection Agent for a Ferrous Alloy	PI0101440-4*	04/10/01	Rossborough Manufacturing Co.	Brazil
Magnesium Injection Agent for a Ferrous Alloy	2339402*	03/05/01	Rossborough Manufacturing Co.	Canada
Magnesium Injection Agent for a Ferrous Alloy	01108564.4*	04/05/02	Rossborough Manufacturing Co.	European Patent Convention
Magnesium Injection Agent for a Ferrous Alloy	2001-110861*	04/10/01	Rossborough Manufacturing Co.	Japan
Magnesium Injection Agent for a Ferrous Alloy	01/03426*	04/03/01	Rossborough Manufacturing Co.	Mexico
Magnesium Injection Agent for a Ferrous Alloy	20011800*	04/09/01	Rossborough Manufacturing Co.	Norway
Magnesium Injection Agent for a Ferrous Alloy	P346988*	04/10/01	Rossborough Manufacturing Co.	Poland
Magnesium Injection Agent for a Ferrous Alloy	PV 0447-2001*	04/03/01	Rossborough Manufacturing Co.	Slovak Republic
Magnesium Injection Agent for a Ferrous Alloy	90104708*	03/01/01	Rossborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	02102632.8	04/09/02	Rossborough Manufacturing Co.	Hong Kong
Metal Injection Molding	09/888,994	06/25/01	Rossborough Manufacturing Co.	United States
Metal Injection Molding	PCT/VS01/41106	06/22/01	Rossborough Manufacturing Co.	Patent Cooperation Treaty (PCT)
New Process for Magnesium Granules	10/274,345	10/18/02	Rossborough Manufacturing Co.	United States
Reclaimed Magnesium Desulfurization Agent	Not Yet Issued	10/30/02	Thomas H. Bieniosek	United States

\* As more fully described in the Amendment, certain rights of Debtor under these Patents have been licensed to third parties.

RECORDATION FORM COVER SHEET, con't

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**PATENT**  
**REEL: 013751 FRAME: 0797**

**EXHIBIT 2  
TO  
RECORDATION FORM COVER SHEET**

**Continuation of Item 4**

**Active Patents**

<i>Title</i>	<i>Patent No.</i>	<i>Date Issued</i>	<i>Registered Holder(s)</i>	<i>Country</i>
Desulfurization Agent	5,368,631	11/29/94	Rossborough Manufacturing Company	United States
Desulfurization Agent	5,358,550*	10/25/94	Rossborough Manufacturing Company	United States
Desulfurization Agent	2,095,189*	10/02/96	Rossborough Manufacturing Co.	Japan
Powder Injector for Ladle	6,409,962*	06/25/02	Rossborough Manufacturing Co.	United States

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\* As more fully described in the Amendment, certain rights of Debtor under these Patents have been licensed to third parties.

## **PLEDGE AND SECURITY AGREEMENT (INTELLECTUAL PROPERTY)**

This Pledge and Security Agreement (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, "Agreement") is made as of the 30<sup>th</sup> day of November, 2002, by **ROSSBOROUGH MANUFACTURING COMPANY** ("Rossborough"), with a mailing address of 33565 Pin Oak Parkway, Avon Lake, Ohio 44012, in favor of **THE HUNTINGTON NATIONAL BANK** ("HNB"), with a mailing address of 917 Euclid Avenue, Cleveland, Ohio 44115.

WHEREAS, Rossborough is the general partner of Rossborough Manufacturing Co., L.P., which owns a sixty percent (60%) membership interest in Rossborough-Remacor, LLC ("Borrower"), a limited liability company organized under the laws of the state of Delaware.

WHEREAS, Borrower and HNB are parties to that certain Amended and Restated Credit and Security Agreement dated as of July 31, 2001 (the "Restated Credit Agreement"), as amended by that certain First Amendment to Restated Credit Agreement dated of even date herewith (the "Amendment"; the Restated Credit Agreement and the Amendment, together, the "Credit Agreement") and other documents, agreements and instruments executed or to be executed in connection therewith (collectively, including the Credit Agreement, the "Loan Documents"), pursuant to which HNB has made certain loans and financial accommodations available to Borrower;

WHEREAS, incident to the Amendment, Rossborough, which will benefit from the continued making of loans and financial accommodations to Borrower by HNB, has agreed to assign to HNB its patents (and to grant a security interest in its intellectual property) pursuant to this Agreement and the documents incident hereto; and,

WHEREAS, all terms not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rossborough agrees as follows:

1. **Grant of Security Interest.** Rossborough hereby grants, pledges, and assigns to HNB a lien on and security interest in (except to the extent such assignment, pledge, or grant would violate the terms of any license agreement with any other person in connection with any of the Patents and Trademarks, as defined below, whether Rossborough is a licensee or licensor under any such license agreement), the entire right, title, and interest of Rossborough in and to the following, whether now owned or existing or hereafter acquired or arising, and all products and proceeds thereof:

(a) All letters patent of the United States or any other country, and all registrations and recordings thereof, including, without limitation, applications, registrations, and recordings in the United States Patent and Trademark Office or in any similar office or

agency of the United States, any State thereof or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule I attached hereto and made a part hereof, and all reissues, continuations, continuations-in-part, or extensions thereof, and all licenses thereof (all of the foregoing being herein referred to as the "Patents");

(b) All trademarks, service marks, trade names, and trade dress and all trademark and service mark registrations and applications for trademark or service mark registration in the United States (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) and throughout the world (including, without limitation, each trademark and service mark registration and application for trademark and service mark registration identified on Schedule II 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 with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) the right to sue or otherwise recover for all past, present, and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law), together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name, and trade dress (all of the foregoing and other rights being, collectively, the "Trademarks"); and

(c) All license agreements with any other person in connection with any of the Patents, Trademarks, or both, or such other person's names or marks, whether Rossborough is a licensor or licensee under any such license agreement (subject, in each case, to the terms of such license agreements), and the right to prepare for sale, sell and advertise for sale, all inventory (as defined in the Uniform Commercial Code in effect in the State of Ohio (the "OUCC"), to the extent now or hereafter owned by Rossborough and now or hereafter covered by such licenses (the "Licenses") (collectively, the "Collateral").

2. **Assignment of Patents.** In addition to the grant of a security interest as provided in paragraph 1, Rossborough hereby assigns and conveys to HNB all of its right, title, and interest in and to the Patents, which assignment and conveyance shall be evidenced by an Assignment of Patents to be executed contemporaneously herewith, as the same may be amended and modified from time to time (each, the "Assignment"), in substantially the form attached as Exhibit "A" hereto. HNB is hereby authorized to record each Assignment with the United States Patent and Trademark Office.

3. **Secured Obligations.** The assignment and pledge of and grant of a security interest in the Collateral by Rossborough pursuant to this Agreement secures the prompt payment and complete performance in full when due, whether at the stated maturity, by acceleration, or

otherwise, of the Obligations. It is Rossborough's express intention that this Agreement and the continuing security interest granted hereby, in addition to covering all present Obligations of the Borrower to HNB, shall extend to all future Obligations of Borrower, Rossborough, or both to HNB, whether or not such Obligations are reduced or entirely extinguished and thereafter increased or are reincurred, whether or not such Obligations are related to the Obligations identified above by class, type, or kind, and whether or not such Obligations are specifically contemplated by Borrower, Rossborough, HNB, or all of them, as of the date hereof.

4. **Representations, Warranties, and Covenants.** Rossborough represents, warrants, covenants, and agrees on the date hereof, as follows:

(a) Rossborough is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and all of the Collateral, free and clear of any lien, pledge, charge, security interest, option, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance; (i) except as otherwise disclosed expressly in Schedule I, II, or III (as the case may be), (ii) except for the security interests created or permitted by this Agreement or the Credit Agreement, (iii) except for any such encumbrances which do not have a material adverse impact on the economic value of any of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto, and (iv) except as permitted by Section 6 of this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto or the Licenses purported to be granted by Rossborough hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of HNB relating to this Agreement. Rossborough does not own any material copyrights of the United States, or any country, including, without limitation, applications or registrations which have been recorded or registered (or which are currently the subject of a pending application) in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any country or political subdivision thereof;

(b) Rossborough has the unqualified right to enter into this Agreement and to perform its terms and will take all necessary steps to comply with the covenants herein contained;

(c) Set forth on Schedules I and II is a complete and accurate list of all of the Collateral (including all Patents and Trademarks) that Rossborough owns, or as to which Rossborough has a license or right to use, or in which Rossborough has any right, title, or interest whatsoever, whether direct, indirect, legal, or beneficial;

(d) Each federal patent and trademark and service mark registration and application for registration of Rossborough identified on Schedules I and II is subsisting and, to the best of Rossborough's knowledge, has not been adjudged invalid, unregistrable, or

unenforceable, in whole or in part, and is, to the best of Rossborough's knowledge, valid, registrable, and enforceable. Each License of Rossborough, to the best of Rossborough's knowledge, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of Rossborough's knowledge, valid and enforceable. Rossborough has notified HNB in writing of all prior uses of any federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto of which Rossborough is aware, which would in the reasonable judgment of Rossborough lead to such Patents and Trademarks becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(e) Rossborough has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto which would materially interfere with its business as currently carried on under any such registrations or applications for registrations;

(f) Rossborough has used reasonable and proper statutory notice in connection with its use of each registered patent and trademark and service mark listed on Schedules I and II, except inadvertent omissions thereof;

(g) Except for (i) the appropriate filings with the United States Patent and Trademark Office, and (ii) the appropriate filings under Article 9 of the Uniform Commercial Code, no consent of any other person (other than licensors of any License to which Rossborough is a licensee), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative, or judicial authority or regulatory body is required in the United States either (x) for the granting by Rossborough of the security interests granted hereby or for the execution, delivery, or performance of this Agreement by Rossborough, or (y) for the perfection of or the exercise by HNB of its rights and remedies hereunder, except where the failure to obtain, take, give, or make such authorizations, consents, approvals, actions, notices or filings would not, and would not be reasonably likely to, have a material adverse effect on the financial condition, operations, business, properties, or assets of Rossborough taken as a whole;

(h) The consummation of actions contemplated under or in connection with the Credit Agreement to be performed by Borrower will not impair the legal right of Rossborough to use any of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto;

(i) Rossborough has no knowledge of the existence of any patent, trademark, service mark, trade name or trade dress, or license agreement held or claimed by any other person that, if upheld, would preclude Rossborough from distributing, marketing, selling, or providing any product or service currently distributed, marketed, sold, or provided



by it, as the case may be, under or in connection with any of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto (except, in each case, to the extent that Rossborough has granted an exclusive license to another person), or that would materially interfere with the ability of Rossborough to carry on its business as currently carried on, and, Rossborough has no knowledge of any claim that is likely to be made that, if upheld, would preclude or materially interfere with its business as currently carried on under any of the federal registrations and applications for registration of the Patents and Trademarks listed on Schedules I and II hereto;

(j) No material claim in any court or in the United States Patent and Trademark Office has been made (and, as to any trademark, service mark, trade name, or trade dress with respect to which Rossborough is a licensee, to the best knowledge of Rossborough, no material claim has been made against the third party licensor), and Rossborough has no knowledge of any material claim that has been made or is likely to be made, that the use by Rossborough of any Collateral does or may violate the rights of any person;

(k) Rossborough, to the best of its knowledge, has used consistent standards of quality in manufacturing, distribution, and marketing of each product sold and provision of each service provided under or in connection with any Collateral, and has taken whatever steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality;

(l) Except as set forth on Schedule I hereto, Rossborough does not have any pending applications or registrations for any patents;

(m) Except as set forth on Schedules I and II hereto, Rossborough has not sold or assigned any of its right, title, or interest in, or granted any license of, any of the Collateral to any person;

(n) Rossborough authorizes HNB to prepare and record financing statements, the Assignment, and/or other instruments in form reasonably satisfactory to HNB, and Rossborough agrees to execute and deliver such instruments and to do all of such other things as may be reasonably necessary or appropriate, to give notice of, perfect, preserve, protect, and enforce the security interest and lien of HNB under the law of the United States or any State whose laws may apply to any of the Collateral, and within five (5) days of demand Rossborough shall pay or reimburse (as the case may be) HNB for all reasonable fees, charges, or expenses of recording same in the United States Patent and Trademark Office and all other public offices wherever filing is deemed necessary or desired by HNB;

(o) Rossborough will pay promptly when due all taxes, assessments, and governmental charges upon or against Rossborough and the Collateral, in each case before

the same becomes delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings. At its option, HNB may discharge taxes, assessments, liens, security interests, or other encumbrances at any time placed on the Collateral, and may pay for maintenance and preservation of the Collateral, all at Rossborough's expense (and all of which shall become part of the Obligations);

(p) Rossborough will defend the Collateral against all claims and demands of all persons at any time claiming the same or an interest therein; and,

(q) All representations, warranties, covenants, and agreements set forth herein and all information furnished by Rossborough concerning the Collateral or otherwise in connection with the Obligations shall, at the time it is furnished, be accurate, correct, and complete in all material respects, and all covenants and agreements set forth herein shall continue on the date upon which Rossborough acquires any of the Collateral or any rights therein not presently acquired or existing and shall continue until the Obligations are paid in full.

#### 5. Further Assurances.

(a) Rossborough agrees that from time to time, at Rossborough's expense, Rossborough will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that HNB may reasonably request, in order to (i) continue, perfect, and protect any security interest granted or purported to be granted hereby, or (ii) enable HNB to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral.

(b) Rossborough will furnish HNB from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as HNB may reasonably request, all in reasonable detail.

(c) Rossborough agrees that, if, before the Obligations have been satisfied in full, it (i) obtains an ownership interest in any new patent, trademark, service mark, trade name and trade dress, or patent, trademark, or service mark registration or application for patent, trademark, or service mark registration which is not now identified on Schedules I and II, (ii) enters into any new license agreement, subject, in each case, to the terms of the license agreements, or (iii) becomes entitled to the benefit of any patent, trademark, service mark, trade name, and trade dress (which is materially important to the business of Rossborough), patent, trademark, or service mark registration, application for patent, trademark, or service mark registration, license agreement or license agreement renewal ((i), (ii), and (iii), collectively, "New Collateral"), (x) the provisions of Section 1 shall automatically apply thereto, and (y) any such New Collateral (including any patent, trademark, mark, registration, application, or license agreement, together with the goodwill

of the business connected with the use of the mark or symbolized by it) shall automatically become part of the Collateral, and Rossborough promptly shall execute and deliver to HNB an Assignment thereof to HNB or its designee. Furthermore, as to each such item of New Collateral, Rossborough shall execute and deliver to HNB a pledge and security agreement supplement hereto in substantially the form of Exhibit "B" hereto (each, a "Security Agreement Supplement") and, upon the execution and delivery thereof, any Schedule of New Collateral attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, and III (as the case may be) hereto, and HNB may attach such supplements to such Schedule as supplemented pursuant hereto. Rossborough shall give prompt written notice to HNB of each new patent, trademark, or service mark registration or application for registration or any other New Collateral. Rossborough further authorizes HNB to modify this Agreement by amending Schedules I, II, and III (as the case may be) to include any such New Collateral, including any patent, trademark, or service mark registration, or application for patent, trademark, or service mark registration which becomes part of the Collateral under this subsection, or which, in the reasonable business judgment of Rossborough, is a material patent, trademark, or service mark registration or application for patent, trademark or service mark registration. Rossborough shall, where consistent with prudent business practices, use best efforts to negotiate new license agreements subject to the grant of the security interest created by this Agreement. Rossborough agrees that, if, before the Obligations have been satisfied in full, it obtains an ownership interest in any recorded copyright or pending copyright application before the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof ("Copyrights"), then the provisions of this subsection shall be equally applicable to such Copyrights and Rossborough authorizes HNB to modify this Agreement by, among other things, adding a new Schedule III to include any such Copyrights under this Agreement.

(d) Rossborough agrees (i) to prosecute diligently any patent, trademark, or service mark application that is part of Schedules I and II, (ii) to file applications for registration of any patent, trademark, or service mark which is or becomes material to its business, (iii) to take all necessary steps in any proceeding before the United States Patent and Trademark Office or in any court to maintain and protect each material patent, trademark, service mark, trade name, trade dress and patent, trademark or service mark registration, and each license agreement, and (iv) to participate in opposition, cancellation, and infringement proceedings in each case, such actions under clauses (i) through (iv) above to be taken as and to the extent Rossborough, in the exercise of its reasonable commercial judgment, deems necessary or desirable. Any expenses incurred in connection with such activities shall be borne by such Rossborough. If Rossborough fails to comply with any of the foregoing duties, HNB shall have the right, but not the obligation, to effect compliance in the name of the Rossborough, to the extent permitted by law, at the Rossborough's expense.

(e) Except as may be permitted by the Credit Agreement, Rossborough

shall not (i) abandon any patent, trademark, or service mark registration or application for patent, trademark, or service mark registration, or any patent, trademark, service mark, or trade name, without the written consent of HNB, which consent shall not be unreasonably withheld, except where such abandonment would not be reasonably likely to have a material adverse effect on the financial condition, operations, business, properties, or assets of the Rossborough taken as a whole, or (ii) take any action, or permit any action to be taken by any other persons to the extent such persons are subject to its control, or fail to take any action, which would materially and adversely affect the validity, perfection, priority, or enforcement of the rights transferred herein to HNB under this Agreement, and any such action or agreement (if it shall be entered into or taken) shall be null and void and of no effect whatsoever. Rossborough agrees to notify HNB immediately and in writing if Rossborough learns (i) that any material item of the Collateral may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or in any court) regarding any material part of the Collateral.

(f) In the event that any material item of the Collateral is infringed or misappropriated by a third party, Rossborough shall promptly notify HNB and shall, unless Rossborough shall reasonably determine that such Collateral is of immaterial economic value to Rossborough, take all reasonable steps and actions to defend against and enjoin the infringement or misappropriation, and Rossborough shall take such other actions as Rossborough shall reasonably deem appropriate under the circumstances to protect and enforce such Collateral. Any expense incurred in connection with such activities shall be borne by Rossborough.

(g) Rossborough shall continue to use reasonable and proper statutory notice in connection with its use of each registered patent, trademark, or service mark.

(h) Rossborough agrees (i) to maintain the quality of any and all products or services of Rossborough used or provided in connection with the Collateral, consistent with the quality of said products and services as of the date hereof, and (ii) to take all reasonable steps to ensure that all licensees of any Collateral maintain consistent standards of quality, consistent with the standards in effect on the date hereof.

6. **Transfers and Other Liens.** Rossborough shall not:

(a) sell, assign (by operation of law or otherwise), or otherwise dispose of, or grant any option with respect to, any of the Collateral, except that Rossborough may license the Collateral (i) in the ordinary course of Rossborough's business, provided that Rossborough, in the exercise of its reasonable commercial judgment, determines that such license is necessary or desirable in the conduct of Rossborough's business, or (ii) in connection with a sale or transfer of assets, provided that such license shall be on terms reasonably expected to maximize the gain to Rossborough resulting from the granting of

such license;

(b) create or suffer to exist any lien or security interest upon or with respect to any of the Collateral, except for the liens and security interests created by this Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interests or rights thereunder of Rossborough or that would impair the interests or rights thereunder of HNB.

7. **Appointment of Attorney-in-Fact.** Rossborough hereby irrevocably appoints HNB or its designee as Rossborough's attorney-in-fact, with full authority in the place and stead of Rossborough, from time to time in HNB's discretion upon and during an Event of Default or Forbearance Default (as defined in the Amendment), to take any action and to execute any instrument which HNB may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (a) to perfect and continue to perfect the security interests created by this Agreement; (b) to ask, demand, collect, or sue for, recover, compound, receive, and give acquittance in receipts for any monies due or become due under or in respect for the Collateral; (c) to receive, endorse, and collect any drafts or other instruments, documents, or chattel paper in connection with the Collateral; (d) to prosecute or defend any claim for infringement by or against any third party with regard to the Collateral; and, (e) to file any claims or take any action or institute any proceeding which HNB may deem necessary or desirable for the protection of the Collateral or otherwise to enforce the rights of HNB in the Collateral.

8. **HNB May Perform.**

(a) If Rossborough fails to perform any agreement contained herein, HNB may itself perform, or cause performance of, such agreement, and all expenses of HNB incurred in connection therewith shall be payable by Rossborough under Section 15.

(b) HNB or its designated representatives shall have the right, at any reasonable time during normal business hours and from time to time, upon reasonable notice, and without undue interruption to the business of Rossborough, to inspect the premises of Rossborough and to examine the books, records, and operations of Rossborough (including, without limitation, Rossborough's quality control processes) relating to the Collateral.

9. **HNB's Duties.** The powers conferred on HNB hereunder are solely to protect its interests in the Collateral, and shall not impose any duty upon HNB to exercise any such powers.

10. **Events of Default.** The occurrence of any of the following events shall be "Events of Default" under this Agreement: (a) any failure by Rossborough or Borrower to comply with any covenant or agreement under the Loan Documents; (b) any failure by Rossborough in the performance of any covenant or agreement herein; (c) any warranty, representation, or statement

made or furnished to HNB by or on behalf of Rossborough in connection with this Agreement or by Borrower in connection with the Loan Documents (including, but not limited to, the Credit Agreement) is false in any material respect when made or furnished; (d) any Forbearance Default (as defined in the Amendment); (e) the making of any levy, seizure, or attachment of the Collateral, the effectiveness of which is not stayed or enjoined within thirty (30) days thereafter; (f) any claim by any other person for infringement of any of the Patents or Trademarks that is not dismissed within sixty (60) days of filing; or, (g) if HNB shall deem itself insecure in good faith believing that the prospect of payment, performance or observance of any of the Obligations secured by the Credit Agreement is impaired and Rossborough or Borrower has not cured such insecurity to the satisfaction of HNB within fifteen (15) calendar days.

11. **Rights Upon Default.** If any Event of Default shall occur and be continuing, then:

(a) HNB may, at its option and without notice, declare (i) this Agreement and any or all of the Obligations in default, and (ii) the unpaid balance of any or all the Obligations immediately due and payable;

(b) HNB may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to HNB, all the rights and remedies of HNB under the Amendment, the OUCC (whether or not such Uniform Commercial Code applies to the affected Collateral) and also may (i) exercise any and all rights and remedies of Rossborough under or otherwise in respect of the Collateral, (ii) require Rossborough to, and Rossborough hereby agrees that it will at its expense and upon request of HNB forthwith, assemble all or any part of the documents embodying the Collateral as directed by HNB and make such documents available to HNB at a place to be designated by HNB which is reasonably convenient to both HNB and Rossborough, (iii) occupy, for a reasonable period and without obligation to Rossborough or Borrower in respect of such occupation, any premises owned or leased by Rossborough or Borrower where documents embodying the Collateral or any part thereof are assembled in order to effectuate HNB's rights and remedies hereunder or under law, and (iv) without notice except as specified below, sell, assign, license, lease, or otherwise dispose of the Collateral or any part thereof in one or more parcels or increments at public or private sale, at any of HNB's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as HNB may deem commercially reasonable. In the event of any sale, assignment, license, lease, or other disposition of any of the Collateral by HNB, the goodwill of the business connected with and symbolized by any Collateral subject to such disposition may be included, and Rossborough shall supply to HNB or its designee Rossborough's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Collateral subject to such disposition, and its customer lists and other records relating to such Collateral and to the distribution of such products and services. Rossborough and Borrower agree that, to the extent notice of sale shall be required by law, at least ten days' notice to Rossborough of the time and place of any public sale or the time

after which any private sale is to be made shall constitute reasonable notification. HNB shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. HNB may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(c) All payments received by Rossborough under or in connection with any of the Collateral shall be held by Rossborough in trust for HNB, shall be segregated from other funds of Rossborough and shall forthwith upon receipt by Rossborough be turned over to HNB in the same form as received by Rossborough (duly endorsed by Rossborough to HNB, if required); and, any such payments so received by HNB (whether from Rossborough or otherwise) may, in the sole discretion of HNB, be held by HNB, or then or at any time thereafter be applied in whole or in part by HNB against, all or any part of the Obligations in such order as HNB may elect;

(d) HNB shall apply the net proceeds of any such collection, recovery, receipt, licensing, lease, appropriation, realization, sale, or other desposition, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or in any way relating to the rights of HNB hereunder, including all reasonable attorney's fees and legal expenses, to the payment in whole or in part of the Obligations, in such order as HNB may elect, and only after applying such net proceeds and after the payment by HNB of any other amount required by any provision of law, need HNB account for the surplus, if any, to Rossborough;

(e) To the extent permitted by applicable law, Rossborough hereby waives all claims, damages, and demands against HNB arising out of the assignment, abandonment, licensing, retention, sale, lease, or other disposition of the Collateral;

(f) Borrower shall remain liable for any deficiency if the proceeds of any assignment, license, sale, lease, or other disposition of the Collateral are insufficient to pay the Obligations and all other amounts to which HNB is entitled; and,

(g) Without notice to Rossborough or Borrower, HNB shall be entitled (as a matter of right upon commencement of any judicial proceedings, or any time thereafter) to the appointment of a receiver over all or any of the Collateral, for the benefit of HNB.

12. **Processing of Collateral After an Event of Default.** Each of Rossborough and Borrower hereby agrees that HNB or its designee may do whatever HNB in its sole discretion deems to be commercially reasonable to prepare the Collateral for disposition and to dispose of the Collateral, and that Rossborough, Borrower, or both shall not do anything which would restrict HNB's right so to act. HNB may transfer Collateral into its name or that of a nominee and receive the dividends, royalties, or income therefrom. HNB shall have no duty as to the collection or protection of the Collateral or any income therefrom, nor as to the preservation of rights against prior

parties, nor as to the preservation of any right pertaining thereto.

13. **Construction of Rights and Remedies and Waiver of Notice and Consent.**

Unless otherwise expressly provided herein: (a) any right or remedy of HNB may be pursued without notice to or further consent of Rossborough or Borrower, both of which Rossborough or Borrower hereby expressly waive; (b) each right or remedy is distinct from but cumulative to each other right or remedy and may be exercised independently of, concurrently with, or successively to any other right and remedy; (c) no extension(s) of time and/or modification(s) or amortization of any Obligations shall release the liability of or bar the availability of any right or remedy against Borrower or Rossborough, and HNB shall not be required to commence proceedings against Borrower or Rossborough or to extend time for payment or otherwise to modify amortization of any Obligations; and (d) HNB has the right to proceed at its election against the Collateral, against all such property together, or against any items thereof from time to time, and no action against any item(s) of property shall bar subsequent actions against any other item(s) of property.

14. **Extensions and Compromises.** With respect to the Collateral or any Obligations, each of Rossborough and Borrower assents to all extensions or postponements to the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange, or release of the Collateral, to the release of any party primarily or secondarily liable, to the acceptance of partial payment thereon, or to the settlement or compromise thereof, all in such manner and such time or times as HNB may deem advisable. No forbearance in exercising any right or remedy on any one or more occasions shall operate as a waiver thereof on any future occasion; and no single or partial exercise of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy.

15. **Indemnity and Expenses.** Rossborough (a) agrees to indemnify HNB from any and all claims, losses, and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby; and (b) will upon demand pay or reimburse HNB, as the case may be, the amount of any and all reasonable expenses, including fees and disbursements of counsel, experts, and agents, which HNB may incur in connection with (i) the administration of this Agreement, (ii) the assignment, custody, preservation, or the sale of, collections from, or other realization upon, the Collateral, (iii) the exercise or enforcement of any of the rights of HNB hereunder, or (iv) the failure by Rossborough to perform or observe any of the provisions hereof. Upon Rossborough's failure to promptly pay any such amount, HNB may add said amount to the principal amount owed on any Obligations and charge interest on same at the rate of interest as set forth in the Loan Documents. The indemnities set forth in this paragraph shall survive termination of this Agreement and shall be effective for the full dollar amount of any said cost, expense, etc., regardless of the actual dollar amount of any Obligations.

16. **Security Interest Absolute.** All rights of HNB and liens and security interests granted hereunder, and Borrower's Obligations, shall, to the extent permitted by law, be absolute and unconditional irrespective of:



(a) any lack of validity or enforceability of the Credit Agreement, or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or the Loan Documents, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Borrower or otherwise;

(c) any taking and holding of Collateral or guaranties for all or any of the Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination, or release of any Collateral or such guaranties, or any nonperfection as to any Collateral, or any consent to departure from any such guaranty;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or the manner of sale or other disposition of any Collateral;

(e) any consent by HNB to the change, restructuring, or termination of the corporate structure or existence of Rossborough, Borrower, or both, and any corresponding restructure of the Obligations, or any other restructure or refinancing of the Obligations or any portion thereof;

(f) any modification, compromise, settlement, or release by HNB, by operation of law or otherwise (except any of the foregoing with respect to this Agreement), collection or other liquidation of the Obligations or the liability of Rossborough, Borrower, or both, or of the Collateral, in whole or in part, and any refusal of payment by HNB, in whole or in part, from Rossborough, Borrower, or both in connection with any of the Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, Rossborough, Borrower, or both; or

(g) any other circumstance (other than by operation of law) that might otherwise constitute a defense available to, or a discharge of, Rossborough, Borrower, or both.

The granting of a lien or security interest to HNB in the Collateral shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by HNB upon the insolvency, bankruptcy, or reorganization of Rossborough, Borrower, or both, or otherwise, all as though such payment had not been made.

17. **Waiver.** Each of Rossborough and Borrower hereby waives promptness, diligence, notice of acceptance, and any other notice with respect to any of the Obligations (as that term is defined in this Agreement) and this Agreement and any requirement that HNB protect, secure, perfect, or insure any security interest or any property subject thereto or exhaust any right or take any action against Rossborough or any other person or any Collateral.

18. **Miscellaneous.** (a) Any notice, statement, request, demand, consent, or other document required to be given hereunder (any of which may be referred to as "notice") by either party shall be in writing and shall be delivered personally or by certified or registered mail, postage prepaid, return receipt requested, to the last known address of said party. When personally delivered, any notice shall be deemed given when actually received. Except as otherwise provided herein, a notice shall be deemed given when mailed. Any mailed notice given pursuant to this section shall be deemed reasonable and shall be effective, regardless of whether actually received; (b) this Agreement shall be construed and interpreted under the laws of the State of Ohio (without giving effect to its internal conflict of laws principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of the United States or any other jurisdiction other than the State of Ohio; (c) Rossborough cannot assign its rights (or delegate its duties) under this Agreement; (d) this Agreement may be amended, but only by a written amendment signed by HNB and Rossborough; (e) if any provisions of this Agreement or the application of any provision to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of the remainder of such provision to such party or circumstance, or to other parties or circumstances, and the application of the remainder of this Agreement, shall not be affected thereby; (f) the recitals are incorporated herein and made a part hereof, but the headings in this Agreement have been inserted for convenience of reference only and are not made a part hereof; (g) where appropriate, the number of all words in this Agreement shall be both singular and plural and the gender of all pronouns shall be masculine, feminine, neuter, or any combination thereof; (h) a carbon, photographic, or other reproduction of this Agreement or a financing statement shall be sufficient as a financing statement and may be recorded as such whenever necessary or desirable, in HNB's opinion, to perfect the security interests granted by this Agreement; (i) HNB may correct patent errors herein and in the Assignment, may fill in any blank spaces herein, and may date this Agreement and the Assignment; (j) Rossborough has read and understands this Agreement and the Assignment; (k) this Agreement shall take effect when signed by Rossborough; and, (l) time is of the essence of all requirements of Rossborough hereunder.

19. **Continuing Security Interest; Release and Reassignment of Collateral.**

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the indefeasible payment in full of the Obligations, (ii) be binding upon Rossborough, its successors and assigns, and (iii) inure, together with the rights and remedies of HNB hereunder, to the benefit of HNB and its successors, transferees and assigns, including, but not limited to, those provided in the Credit Agreement. Upon the indefeasible payment in full of the Obligations, this Agreement and the security interests granted to HNB hereunder shall terminate. Without limiting the generality of the foregoing clause (iii), HNB may assign or otherwise transfer all or any portion of its rights and delegate all or any of its obligations (if any) under this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to HNB herein or otherwise.

(b) Upon the indefeasible payment in full of the Obligations, the security interests granted hereby shall terminate and all rights to the Collateral shall revert and be reassigned to Rossborough. Upon any such termination, HNB will, at Rossborough's expense, execute and deliver to Rossborough such documents as Rossborough reasonably may request to evidence such termination and reassignment.

20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

21. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** ROSSBOROUGH HEREBY IRREVOCABLY:

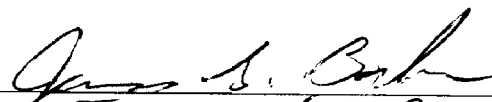
A. CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CUYAHOGA COUNTY, OHIO;

B. AGREES THAT VENUE SHALL BE PROPER IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN CUYAHOGA COUNTY, OHIO; AND

C. WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN HNB AND ROSSBOROUGH ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO ANY RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT, INSTRUMENT, OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE LOAN DOCUMENTS. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND, OR MODIFY HNB'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY GUARANTY, OR OTHER AGREEMENT, INSTRUMENT, OR DOCUMENT BY OR BETWEEN HNB AND ROSSBOROUGH .

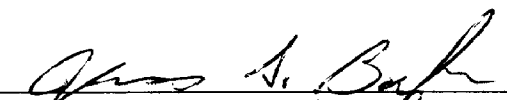
IN WITNESS WHEREOF, Rossborough has caused this Security Agreement to be executed as of the date first written above.

**ROSSBOROUGH MANUFACTURING  
COMPANY ("Rossborough")**

By:   
Name: JAMES L. BAKER  
Its: TREASURER

AGREED TO:

**ROSSBOROUGH-REMACOR, LLC**

By:   
Name: JAMES C. BARKER  
Its: TREASURER

**SCHEDULE I  
TO  
PLEDGE AND SECURITY AGREEMENT (INTELLECTUAL PROPERTY)**

Patents

**Active Patents**

<i>Title</i>	<i>Patent No.</i>	<i>Date Issued</i>	<i>Registered Holder(s)</i>	<i>Country</i>
Desulfurization Agent	5,368,631	11/29/94	Rossborough Manufacturing Company	United States
Desulfurization Agent	5,358,550*	10/25/94	Rossborough Manufacturing Company	United States
Desulfurization Agent	2,095,189*	10/02/96	Rossborough Manufacturing Co.	Japan
Powder Injector for Ladle	6,409,962*	06/25/02	Rossborough Manufacturing Co.	United States

**Pending Patent Applications**

<i>Title</i>	<i>Serial No.</i>	<i>Date Filed</i>	<i>Registered Holder(s)</i>	<i>Country</i>
Magnesium Desulfurization Agent	P010101680*	04/09/01	Rossborough Manufacturing Co.	Argentina
Magnesium Desulfurization Agent	PI0101445-5*	04/10/01	Rossborough Manufacturing Co.	Brazil
Magnesium Desulfurization Agent	2339399*	03/05/01	Rossborough Manufacturing Co.	Canada
Magnesium Desulfurization Agent	01108667.5*	04/06/01	Rossborough Manufacturing Co.	European Patent Convention
Magnesium Desulfurization Agent	2001-110860*	04/10/01	Rossborough Manufacturing Co.	Japan

Magnesium Desulfurization Agent	02102631.9*	04/09/02	Rossborough Manufacturing Co.	Hong Kong
Magnesium Desulfurization Agent	01/03305*	03/30/01	Rossborough Manufacturing Co.	Mexico
Magnesium Desulfurization Agent	20011799*	04/09/01	Rossborough Manufacturing Co.	Norway
Magnesium Desulfurization Agent	P346962*	04/09/01	Rossborough Manufacturing Co.	Poland
Magnesium Desulfurization Agent	PV 0448-2001*	04/03/01	Rossborough Manufacturing Co.	Slovak Republic
Magnesium Desulfurization Agent	90104729*	03/01/01	Rossborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	P010101681*	04/09/01	Rossborough Manufacturing Co.	Argentina
Magnesium Injection Agent for a Ferrous Alloy	PI0101440-4*	04/10/01	Rossborough Manufacturing Co.	Brazil
Magnesium Injection Agent for a Ferrous Alloy	2339402*	03/05/01	Rossborough Manufacturing Co.	Canada
Magnesium Injection Agent for a Ferrous Alloy	01108564.4*	04/05/02	Rossborough Manufacturing Co.	European Patent Convention
Magnesium Injection Agent for a Ferrous Alloy	2001-110861*	04/10/01	Rossborough Manufacturing Co.	Japan
Magnesium Injection Agent for a Ferrous Alloy	01/03426*	04/03/01	Rossborough Manufacturing Co.	Mexico
Magnesium Injection Agent for a Ferrous Alloy	20011800*	04/09/01	Rossborough Manufacturing Co.	Norway
Magnesium Injection Agent for a Ferrous Alloy	P346988*	04/10/01	Rossborough Manufacturing Co.	Poland
Magnesium Injection Agent for a Ferrous Alloy	PV 0447-2001*	04/03/01	Rossborough Manufacturing Co.	Slovak Republic

Magnesium Injection Agent for a Ferrous Alloy	90104708*	03/01/01	Rossborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	02102632.8	04/09/02	Rossborough Manufacturing Co.	Hong Kong
Metal Injection Molding	09/888,994	06/25/01	Rossborough Manufacturing Co.	United States
Metal Injection Molding	PCT/VS01/41106	06/22/01	Rossborough Manufacturing Co.	Patent Cooperation Treaty (PCT)
New Process for Magnesium Granules	10/274,345	10/18/02	Rossborough Manufacturing Co.	United States
Reclaimed Magnesium Desulfurization Agent	Not Yet Issued	10/30/02	Thomas H. Bieniosek	United States

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\* As more fully described in the Amendment, certain rights of Debtor under these Patents have been licensed to third parties.

**SCHEDULE II**

**TRADEMARKS**

**None.**



**SCHEDULE III**

**COPYRIGHTS**

**None.**

WHEREAS, Rossborough Manufacturing Company ("Patentee") obtained the United States Patents set forth on **Schedule A** attached hereto and incorporated herein (collectively, the "Patents");

WHEREAS, The Huntington National Bank ("HNB") is desirous of acquiring the entire right, title, and interest in the Patents;

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, at Cleveland, Ohio.

Its: \_\_\_\_\_

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Rossborough Manufacturing Company ("Patentee"), who acknowledged executing the foregoing instrument as the free act and deed of Patentee, this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

**PATENT**  
**REEL: 013751 FRAME: 0820**

**SCHEDULE A  
TO  
ASSIGNMENT OF PATENTS**

Patents

Active Patents

<i>Title</i>	<i>Patent No.</i>	<i>Date Issued</i>	<i>Registered Holder(s)</i>	<i>Country</i>
Desulfurization Agent	5,368,631	11/29/94	Rossborough Manufacturing Company	United States
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Pending Patent Applications

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Magnesium Desulfurization Agent	P346962*	04/09/01	Rossborough Manufacturing Co.	Poland
Magnesium Desulfurization Agent	PV 0448-2001*	04/03/01	Rossborough Manufacturing Co.	Slovak Republic
Magnesium Desulfurization Agent	90104729*	03/01/01	Rossborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	P010101681*	04/09/01	Rossborough Manufacturing Co.	Argentina
Magnesium Injection Agent for a Ferrous Alloy	PI0101440-4*	04/10/01	Rossborough Manufacturing Co.	Brazil
Magnesium Injection Agent for a Ferrous Alloy	2339402*	03/05/01	Rossborough Manufacturing Co.	Canada
Magnesium Injection Agent for a Ferrous Alloy	01108564.4*	04/05/02	Rossborough Manufacturing Co.	European Patent Convention
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Magnesium Injection Agent for a Ferrous Alloy	01/03426*	04/03/01	Rossborough Manufacturing Co.	Mexico
Magnesium Injection Agent for a Ferrous Alloy	20011800*	04/09/01	Rossborough Manufacturing Co.	Norway
Magnesium Injection Agent for a Ferrous Alloy	P346988*	04/10/01	Rossborough Manufacturing Co.	Poland
Magnesium Injection Agent for a Ferrous Alloy	PV 0447-2001*	04/03/01	Rossborough Manufacturing Co.	Slovak Republic

Magnesium Injection Agent for a Ferrous Alloy	90104708*	03/01/01	Rossborough Manufacturing Co.	Taiwan
Magnesium Injection Agent for a Ferrous Alloy	02102632.8	04/09/02	Rossborough Manufacturing Co.	Hong Kong
Metal Injection Molding	09/888,994	06/25/01	Rossborough Manufacturing Co.	United States
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New Process for Magnesium Granules	10/274,345	10/18/02	Rossborough Manufacturing Co.	United States
Reclaimed Magnesium Desulfurization Agent	Not Yet Issued	10/30/02	Thomas H. Bieniosek	United States

\* As more fully described in the Amendment, certain rights of Debtor under these Patents have been licensed to third parties.

**EXHIBIT B**

**FORM OF PLEDGE AND  
SECURITY AGREEMENT SUPPLEMENT**

**THIS PLEDGE AND SECURITY AGREEMENT SUPPLEMENT**, dated as of \_\_\_\_\_, 200\_\_ (this "Supplement"), is made by **ROSSBOROUGH MANUFACTURING COMPANY** (the "Grantor") to **THE HUNTINGTON NATIONAL BANK**, ("HNB"), incident to the Amended and Restated Credit Agreement dated as of July 31, 2002, as thereafter amended (as may have been or may be amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), between HNB and Rossborough-Remacor, LLC. ("Borrower"), a subsidiary of the Grantor.

**WHEREAS**, all terms used herein and not otherwise defined herein shall, unless the context specifically requires otherwise, have the respective meanings ascribed to them in, or pursuant to the provisions of, the Pledge and Security Agreement (as hereinafter defined);

**WHEREAS**, pursuant to the terms of the Credit Agreement, HNB agreed to make certain loans to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, incident to the Credit Agreement, the Pledge and Security Agreement dated as of November 30, 2002 (the "Pledge and Security Agreement") was delivered by the Grantor in favor of HNB to secure Borrower's Obligations under the Credit Agreement; and

**WHEREAS**, the Grantor and HNB mutually desire to supplement the Pledge and Security Agreement to add certain additional [Patent(s) and/or Trademarks] as Collateral for the respective Obligations of Borrower under the Credit Agreement; .

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that [Schedule I, II, and/or III] to the Pledge and Security Agreement is [are] hereby supplemented to add the [Patent(s), Trademark(s), and/or Copyrights] set forth on **Schedule A** hereto.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**ROSSBOROUGH MANUFACTURING COMPANY**

By: \_\_\_\_\_  
Name:  
Its:

**THE HUNTINGTON NATIONAL BANK**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A  
TO  
PLEDGE AND SECURITY  
AGREEMENT SUPPLEMENT**

**[ADDITIONAL PATENTS, TRADEMARKS, AND/OR COPYRIGHTS]**

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