

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Outokumpu Copper Franklin, Inc.	06/07/2005

RECEIVING PARTY DATA

Name:	Nordea Bank Finland Plc, as Security Agent
Street Address:	Aleksis Kivenkatu 9
Internal Address:	Attention: 2619 International Loan Service
City:	NORDEA
State/Country:	FINLAND
Postal Code:	FI - 00020

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6182743
Patent Number:	6176301

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-878-8000
Email: melissa.schrader@cliffordchance.com
Correspondent Name: Melissa Schrader
Address Line 1: Clifford Chance US LLP
Address Line 2: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

NAME OF SUBMITTER:

Melissa Schrader

Total Attachments: 6
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PATENT

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Outokumpu Heatcraft USA LLC, a Delaware limited liability company, Outokumpu American Brass, Inc., a Delaware corporation, Outokumpu Copper Franklin, Inc., a Delaware corporation (together, the "Grantors") with principal offices as set out in Schedule 1 hereof, hereby grants to Nordea Bank Finland Plc, as Security Agent, with principal offices as set out in Schedule 1, (the "Grantee"), a security interest in (i) all of each Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule 2 attached hereto, (ii) all of each Grantor's right, title and interest in and to the United States patents (the "Patents") set forth in schedule 3 attached hereto, (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and the Patents, (iv) the goodwill of the businesses with which the Marks and Patents are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of each Grantor, as such term is defined in the Security Agreement among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of June 7, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the termination of the Security Period (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
7 day of June, 2005.

OUTOKUMPU HEATCRAFT USA LLC, Grantor

By Outokumpu Copper Holdings, Inc., its Sole Member

By Richard M. Sykes

Name:

Title:

OUTOKUMPU AMERICAN BRASS, INC.

By Richard M. Sykes

Name:

Title:

OUTOKUMPU COPPER FRANKLIN, INC.

By Richard M. Sykes

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
____ day of June, 2005.

OUTOKUMPU HEATCRAFT USA LLC, Grantor

By Outokumpu Copper Holdings, Inc., its Sole Member

By 

Name: ROBERT B. FLEMING, JR.

Title: SECRETARY

OUTOKUMPU AMERICAN BRASS, INC.

By 

Name: ROBERT B. FLEMING, JR.

Title: SECRETARY

OUTOKUMPU COPPER FRANKLIN, INC.

By _____

Name:

Title:

SCHEDULE 1
PRINCIPAL OFFICES

<u>Name of Grantor</u>	<u>Address(es) of Chief Executive Office</u>
Outokumpu American Brass, Inc.	70 Sayre Street Buffalo, New York 14207
Outokumpu Copper Franklin, Inc.	4720 Bowling Green Road Franklin, Kentucky 42134
Outokumpu Heatcraft USA LLC	3984 Highway 51 South Grenada, Mississippi 38901

SCHEDULE 2
TRADEMARKS

OUTOKUMPU HEATCRAFT USA LLC

<u>Marks</u>	<u>Country</u>	<u>Registration No.</u>
COIL CALC	USA	2,444,521
FOR QUALITY INSIDE . . .	USA	2,101,523
HAVE HEATCRAFT WITHIN		
HEATCRAFT (and Design)	USA	1,637,453
RAISED LANCE	USA	2,370,086
HEATCRAFT WORLDWIDE REFRIGERATION (and Design)	USA	76-4795000 (pending)
HI-F	USA	862,384

OUTOKUMPU AMERICAN BRASS, INC.

<u>Marks</u>	<u>Country</u>	<u>Registration No.</u>
AE (and Design)	USA	854,000
FORMBRITE	USA	557,613

OUTOKUMPU COPPER FRANKLIN

<u>Marks</u>	<u>Country</u>	<u>Registration No.</u>
PINS IN A BIN	USA	2,813,854
TUBE IN A LUBE	USA	2,882,314
UNILITE	USA	2,540,465
UNITUBE	USA	923,419
UNITUBE PLUS	USA	1,881,157
UNIVAP	USA	2,664,487

SCHEDULE 3

PATENTS

<u>Grantor</u>	<u>Patents</u>
OUTOKUMPU COPPER FRANKLIN, INC.	6,182,743 6,176,301
OUTOKUMPU HEATCRAFT USA LLC	10/761,448 (pending) PCT/US05/01550 (pending) 5,042,576