

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                             |
| <b>NATURE OF CONVEYANCE:</b>   | SECURITY AGREEMENT                         |
| <b>CONVEYING PARTY DATA</b>  |  |
| <b>Name</b>  | <b>Execution Date</b>                      |
| Outokumpu Heatcraft USA LLC  | 06/07/2005                                 |
| <b>RECEIVING PARTY DATA</b>  |  |
| <b>Name:</b>   | Nordea Bank Finland Plc, as Security Agent |
| <b>Street Address:</b>   | Aleksis Kivenkatu 9                        |
| <b>Internal Address:</b>   | Attention: 2619 International Loan Service |
| <b>City:</b>   | NORDEA                                     |
| <b>State/Country:</b>  | FINLAND                                    |
| <b>Postal Code:</b>  | FI - 00020                                 |
| <b>PROPERTY NUMBERS Total: 3</b>   |  |
| <b>Property Type</b>   | <b>Number</b>                              |
| <b>Application Number:</b>   | 10761448                                   |
| <b>Patent Number:</b>  | 5042576                                    |
| <b>PCT Number:</b>   | US0501550                                  |
| <b>CORRESPONDENCE DATA</b>   |  |
| <b>Fax Number:</b>   | (212)878-8375                              |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |
| <b>Phone:</b>  | 212-878-8000                               |
| <b>Email:</b>  | melissa.schrader@cliffordchance.com        |
| <b>Correspondent Name:</b>   | Melissa Schrader                           |
| <b>Address Line 1:</b>   | Clifford Chance US LLP                     |
| <b>Address Line 2:</b>   | 31 West 52nd Street                        |
| <b>Address Line 4:</b>   | New York, NEW YORK 10019-6131              |
| <b>NAME OF SUBMITTER:</b>  | Melissa Schrader                           |

CH \$120.00 10761448

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. Syms

Name:

Title:

OUTOKUMPU AMERICAN BRASS, INC.

By Richard M. Syms

Name:

Title:

OUTOKUMPU COPPER FRANKLIN, INC.

By Richard M. Syms

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 RB Fleming

Name: ROBERT B. FLEMING, Jr

Title: SECRETARY

OUTOKUMPU AMERICAN BRASS, INC.

By RB Fleming

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<br>Buffalo, New York 14207          |
| Outokumpu Copper Franklin, Inc. | 4720 Bowling Green Road<br>Franklin, Kentucky 42134 |
| Outokumpu Heatcraft USA LLC     | 3984 Highway 51 South<br>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<br>REFRIGERATION (and Design) | USA            | 76-4795000<br>(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<br>6,176,301  |
| OUTOKUMPU HEATCRAFT USA LLC     | 10/761,448 (pending)<br>PCT/US05/01550 (pending)<br>5,042,576 |