

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
METAL SERVICES HOLDCO LLC	01/25/2007
METAL SERVICES MERGER SUB CORP.	01/25/2007
INTERNATIONAL MILL SERVICE, INC.	01/25/2007

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc., as Collateral Agent
Street Address:	11 West 42nd Street, 13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6726736
Patent Number:	6602421
Patent Number:	5544867
Patent Number:	5169275

CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 378242

PATENT

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NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 8

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**PATENT**

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**Additional Conveying Parties**

METAL SERVICES MERGER SUB CORP. - DE

INTERNATIONAL MILL SERVICE, INC. - PA

PATENT SECURITY AGREEMENT dated as of January 25, 2007 (this "Agreement"), among Metal Services Holdco LLC ("Holdings"), Metal Services Merger Sub Corp. ("Merger Sub" and, prior to the merger, the "Borrower"), Tube City IMS Corporation ("Tube City" and, after the merger, the "Borrower") the subsidiaries of Tube City party hereto and The CIT Group/Business Credit Inc., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Pledge and Security Agreement (ABL) dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Subsidiary Parties, the Lenders party thereto, the Collateral Agent and the Administrative Agent and (b) the ABL Credit Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto, Credit Suisse as administrative agent and The CIT Group/Business Credit Inc. as collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.1 and 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.


SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]


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

METAL SERVICES HOLDCO LLC

By: Metal Services Acquisition Corp., its  
managing member


By   
Name: Timothy A.R. Duncanson  
Title: President and Secretary

METAL SERVICES MERGER SUB CORP.

By   
Name: Timothy A.R. Duncanson  
Title: President and Secretary

INTERNATIONAL MILL SERVICE, INC.

By

  
Name: Leon Z. Heller  
Title: Senior Vice President,  
Secretary and General  
Counsel

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METAL SERVICES HOLDCO LLC

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METAL SERVICES MERGER SUB CORP.

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Name: Timothy A.R. Duncanson  
Title: President and Secretary

INTERNATIONAL MILL SERVICE, INC.

By

\_\_\_\_\_  
  
Name: Leon Z. Heller  
Title: Senior Vice President,  
Secretary and General  
Counsel

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

THE CIT GROUP/BUSINESS CREDIT INC.,  
as Collateral Agent

by

A handwritten signature in black ink, appearing to read "Anthony Lavinio", written over a horizontal line.

Name:

Title:

ANTHONY LAVINIO  
Vice President



Schedule I

I. Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
International Mill Service, Inc.	System And Method For Reducing Emissions From A Dust Generation Station Including A Metal Cutting Station  Assignee is International Mill Service, Inc.	6,726,736	08/05/2022
International Mill Service, Inc.	Method For Purifying Contaminated Groundwater Using Steel Slag	6,602,421	07/01/2019
International Mill Service, Inc.	Apparatus And Process For Transporting Molten Metal	5,544,867	03/13/2015
International Mill Service, Inc.	Automatic Slab Turner Assignee is International Mill Service, Inc., Philadelphia, PA	5,169,275	03/21/2011

II. Patent Applications

NONE

III. Patent Licenses

NONE

[[2670413]]

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—RECORDED: 02/20/2007

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