# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEY	YANCE:		RELEASE BY SECURED PARTY		
CONVEYING PARTY	DATA				
		N	lame	Execution Date	
Heller Financial, Inc.				04/06/2006	
RECEIVING PARTY D	ΑΤΑ				
Name:	RAI Enterpris	es, Inc	), 		
Street Address:	103 Foulk Ro	ad			
City:	Wilmington				
State/Country:	DELAWARE				
Postal Code:	19803				
PROPERTY NUMBER	S Total: 4				
Property Ty	/ре		Number		
Patent Number:		53167	23		CL.
Patent Number:		53645	87		5316723
Patent Number:		54220	69		
Patent Number:		57699	22		\$160.00
CORRESPONDENCE	DATA				\$16
Fax Number:	(312)861	1-2200			O.
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: 312-861-2000					
Email: dgasiorowski@kirkland.com					
Correspondent Name: Kirkland & Ellis LLP					
Address Line 1: 200 East Randolph Drive					
Address Line 2:c/o Donna Gasiorowski, Senior Legal AsstAddress Line 4:Chicago, ILLINOIS 60601					
Address Line 4:	Unicago	, ILLIN			
ATTORNEY DOCKET	NUMBER:		34411-24 DRG		
NAME OF SUBMITTE	R:		Donna Gasiorowski		
				PATENT	

# REEL: 020690 FRAME: 0166

# Total Attachments: 51

source=4-4-06 Release Security Interest#page1.tif source=4-4-06 Release Security Interest#page2.tif source=4-4-06 Release Security Interest#page3.tif source=4-4-06 Release Security Interest#page4.tif source=4-4-06 Release Security Interest#page5.tif source=4-4-06 Release Security Interest#page6.tif source=4-4-06 Release Security Interest#page7.tif source=4-4-06 Release Security Interest#page8.tif source=4-4-06 Release Security Interest#page9.tif source=4-4-06 Release Security Interest#page10.tif source=4-4-06 Release Security Interest#page11.tif source=4-4-06 Release Security Interest#page12.tif source=4-4-06 Release Security Interest#page13.tif source=4-4-06 Release Security Interest#page14.tif source=4-4-06 Release Security Interest#page15.tif source=4-4-06 Release Security Interest#page16.tif source=4-4-06 Release Security Interest#page17.tif source=4-4-06 Release Security Interest#page18.tif source=4-4-06 Release Security Interest#page19.tif source=4-4-06 Release Security Interest#page20.tif source=4-4-06 Release Security Interest#page21.tif source=4-4-06 Release Security Interest#page22.tif source=4-4-06 Release Security Interest#page23.tif source=4-4-06 Release Security Interest#page24.tif source=4-4-06 Release Security Interest#page25.tif source=4-4-06 Release Security Interest#page26.tif source=4-4-06 Release Security Interest#page27.tif source=4-4-06 Release Security Interest#page28.tif source=4-4-06 Release Security Interest#page29.tif source=4-4-06 Release Security Interest#page30.tif source=4-4-06 Release Security Interest#page31.tif source=4-4-06 Release Security Interest#page32.tif source=4-4-06 Release Security Interest#page33.tif source=4-4-06 Release Security Interest#page34.tif source=4-4-06 Release Security Interest#page35.tif source=4-4-06 Release Security Interest#page36.tif source=4-4-06 Release Security Interest#page37.tif source=4-4-06 Release Security Interest#page38.tif source=4-4-06 Release Security Interest#page39.tif source=4-4-06 Release Security Interest#page40.tif source=4-4-06 Release Security Interest#page41.tif source=4-4-06 Release Security Interest#page42.tif source=4-4-06 Release Security Interest#page43.tif source=4-4-06 Release Security Interest#page44.tif source=4-4-06 Release Security Interest#page45.tif source=4-4-06 Release Security Interest#page46.tif source=4-4-06 Release Security Interest#page47.tif source=4-4-06 Release Security Interest#page48.tif source=4-4-06 Release Security Interest#page49.tif source=4-4-06 Release Security Interest#page50.tif source=4-4-06 Release Security Interest#page51.tif

# RELEASE AND REASSIGNMENT OF

# PATENTS AND TRADEMARKS AS SECURITY

THIS RELEASE AND REASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Release") is made as of April 4, 2006 ("Effective Date") by and between KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Holding"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA Enterprises"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys"), and RAI ENTERPRISES, INC., as Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein collectively as the "Company") and Heller Financial, Inc., as Agent (as defined below) (the "Grantee").

WHEREAS, the Company owns the Patents as defined in the loan documentation set forth in Schedule A, including but not limited to, such patents described in the attached <u>Schedule A</u> (the "Patents") and Trademarks as defined in the loan documentation set forth in Schedule B, including but not limited to, such trademarks described in the attached <u>Schedule B</u> (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedules;

WHEREAS, pursuant to that certain Assignment dated as of August 2, 2004 (the "Patents Assignment") each Company granted a security interest in the Patents to secure the payment and performance by such Company of certain of its obligations;

WHEREAS, the Patents Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on August 4, 2004, located on Reel 014934, Frame 0682 and Reel 014934, Frame 0692;

WHEREAS, pursuant to that certain Assignment dated as of August 2, 2004 (the "Trademarks Assignment") each Company granted a security interest in the Trademarks to secure the payment and performance by such Company of certain of its obligations;

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on August 4, 2004, located on Reel 2908, Frame 0278 and Reel 2908, Reel 0312; and

WHEREAS, the Company has paid and performed all its outstanding obligations to Grantee other than existing contingent obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee, on behalf of itself and the other Lenders (as defined below) as Agent, does hereby terminate and release its and their security interests in, and reassign and reconvey to each Company, the Patents and Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under 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 to the extent that there is no conflict with the provisions of any license agreement, (c) the right to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any

> PATENT REEL: 020690 FRAME: 0168

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license agreement, (d) any of the Company's rights under any license agreement where the Company is licensee or licensor, including but not limited to those listed on Schedules A and B, (e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks and (f) to the extent permitted by law, all of such Company's rights corresponding thereto throughout the world.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred or otherwise encumbered any security interest it has against the Patents and Trademarks, other than assignments to other "Lenders" party to the Third Amended and Restated Credit Agreement, dated as of August 2, 2004, by and among KB Alloys (the "Borrower"), certain financial institutions party thereto (the "Lenders"), and the Grantee, as Agent (the "Agent").

At the expense of the Company, Grantee shall take all further actions and provide to the Company, Company's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments prepared from time to time by the Company (or by the Grantee in its sole discretion) and reasonably acceptable to the Grantee as to form and substance), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Release.

[signature page follows]

Dated: <u>April 4</u>, 2006.

KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

Name: Timothy R. Weaver Title: Secretory By:

# HELLER FINANCIAL, INC., as Agent

By:

Name: Title:

Dated: : April 4, 2006.

KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

By:	
Name:	
Title:	

HELLER FINANCIAL, INC., as Agent 777 By:

Name: Ronald Hoplamazian Title: Duly Authorized Signatory Schedule A to Release

See Attached.

# Patent Assignment Details <u>NOTE:Results display only for issued patents and published applications. For pending or</u> abandoned applications please consult USPTO staff.

		Reel/Frame:	<u>014934 / 0682</u>	View Re	corded Assignment		Pages: 10
		Conveyance:	SECURITY AGREEME	INT.	Recorded: 08/	04/2004	
То	tal properties: 1	6					
1	Patent #: Titie:		Issue Dt: 03/: ADDITIONS TO ALU!	• • • • •	Application #: 069045 JM MASTER ALLOYS	511	Filing Dt: 09/08/1986
2	Patent #: Title:		Issue Dt: 10/: ADDITIONS TO ALU!		Application #: 071650 JM MASTER ALLOYS	<b>)36</b>	Filing Dt: 03/07/1988
3	Patent #: Title:		<b>Issue Dt:</b> 10/( OR ALUMINUM CON		Application #: 072621	.24	Filing Dt: 10/24/1988
4	Patent #: Title:		Issue Dt: 08/3 ADDITIONS TO ALUM	•	Application #: 073009	03	Filing Dt: 01/24/1989
5	Patent #: Title:		Issue Dt: 03/3 ADDITIONS TO ALUM	-	Application #: 073978 JM MASTER ALLOYS	<b>191</b>	Filing Dt: 08/24/1989
6	Patent #: Title;		Issue Dt: 01/1 OR ALUMINUM CON		Application #: 075720 ON	03	Filing Dt: 08/24/1990
7	Patent #: Title:		<b>Issue Dt: 07/2</b> ER ALLOYS CONTAIN /S	• • • • • •	Application #: 076643 JM, BORON, AND, SILICO		Filing Dt: 03/04/1991 REFINING AND MODIFYING
, 8	Patent #: Titler		Issue Dt: 04/1 REPARING A MASTE	•	Application #: 078463 ENER FOR USE IN PREPAR		Filing Dt: 03/06/1992 NUM ALLOY
9	Patent #: Titler		Issue Dt; 05/1 ALLOY AND METHOD		Application #: 080711 NG SAME	87	Filing Dt: 06/02/1993
10		<u>5484493</u> Aluminum Base	Issue Dt: 01/1 ALLOY	6/1996	Application #: 083791	67 1	Filing Dt: 01/27/1995
11		6123899 MASTER ALLOY H	Issue Dt: 09/2 ARDENERS	:6/2000	Application #: 084010	43 I	Filing Dt: 03/08/1995
12			Issue Dt: 10/1 Y AS AN ALUMINUM	• • • • •	Application #: 084677	71	Filing Dt: 06/06/1995
13			Issue Dt: 03/1 RDENING ALUMINUM	•	Application #: 084707 SNESIUM ALLOY	60 , I	"il <b>ing Dt:</b> 06/06/1995
14	Title:		Issue Dt: 03/2 FER ALLOY COMPOSI THE SAME		Application #: 090935 A REDUCED SOLIDUS TEN		Filing Dt: 06/08/1998 D METHOD OF
15	Title:		Issue Dt: 10/3 TER ALLOY COMPOSI THE SAME	•	Application #: 094133 A REDUCED SOLIDUS TEN		Filing Dt: 10/06/1999 D METHOD OF
16	Title:		Issue Dt: 10/2 TER ALLOY COMPOSI THE SAME		Application #: 094136 A REDUCED SOLIDUS TEN		<b>7ling Dt:</b> 10/06/1999 D Method Of
1	ignor KB ALLOYS, INC. ignae					 Exeç Dt:	07/15/2004
1	HELLER FINANCIA	L, JNC.					
	500 WEST MONRO	E STREET					,
	CHICAGO, ILLINO	IS 60661					
Çor	r <b>espondence na</b> ELISABETH A. EVI 717 NORTH HARW	ERT, ESQ.	<b>5</b>				

# Search Results as of: 3/3/2006 5:24:28 P.M.

## If you have any continents or questions concerning the data displayed, contact OPR / Assignments at 571-873-5350 Web interface list modified September 28, 2005

Page 2 of 2

PATENT REEL: 020690 FRAME: 0174

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# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

NATURE OF CONVEYANCE: CONVEYING PARTY DATA KB Alloys, Inc. RECEIVING PARTY DATA	SECURITY AGREEMENT           Name	Execution Date	
CONVEYING PARTY DATA			
KB Alloys, Inc.	Name		
	Name		
		07/15/2004	ř l
RECEIVING PARTY DATA	· · · · ·	······································	
RECEIVING PARTY DATA Name: Heller Financial, Inc.			-
Name: Heller Financial,	, inc.		
Street Address: 500 West Monro	oe Street		
City: Chicago			
State/Country: ILLINOIS			
Postal Code: 60661	]60661		
PROPERTY NUMBERS Total: 17			
Property Type	Number		S
	484493		5484493
	415708		548
Patent Number: 52	230754		
Patent Number: 50	055256		\$680.00
Patent Number: 51	180447		\$68
Patent Number: 56	676774		СН
Patent Number; 61	123899		
Patent Number: 54	405578		
Patent Number: 57	728239		
Patent Number: 60	042660		
Patent Number: 61	136108		
Patent Number: 61	139654		
Patent Number: 48	812290		
Patent Number: 48	873054		
Patent Number: 50	D41263		
500003712	REEL	PATENT : 014934 FRAME: PATENT	0682

Patent Number:		5100488	
Application Number:		60428380	
CORRESPONDENCE DA	TA		
Fax Number:	(214)981	-3400	
Correspondence will be s	ent via US l	Mail when the fax attempt is unsuccessful.	
Phone:	214-981-		
Email:	mroberts	@sidley.com	
Correspondent Name:		A. Evert, Esq.	
Address Line 1:		h Harwood	
Address Line 2:	Suite 340	ю	
Address Line 4:	Dallas, T	EXAS 75201	
NAME OF SUBMITTER:		Elisabeth A. Evert	
Total Attachments: 8			
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PATENT REEL: 014934 FRAME: 0683

> PATENT REEL: 020690 FRAME: 0176

# **EXECUTION COPY**

# PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("<u>KB Alloys</u>"), KBA HOLDING, INC., a Delaware corporation ("<u>KBA Holding</u>"), KBA ENTERPRISES, INC., a Delaware corporation ("<u>KBA Holding</u>") and <u>Enterprises</u>"), READING ALLOYS, INC., a Pennsylvania corporation ("<u>Reading Alloys</u>") and RAI ENTERPRISES, INC., a Delaware corporation ("<u>Reading Alloys</u>") and RAI ENTERPRISES, INC., a Delaware corporation ("<u>Reading Alloys</u>") and Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "<u>Grantor</u>" and collectively as "<u>Grantors</u>"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

# WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit</u> <u>Agreement</u>"), Lenders have agreed to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1 <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

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PATENT REEL: 014934 FRAME: 0684

# GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collaterai"):

(a) all of its Patents including those referred to on <u>Schedule I</u> hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Patent Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Patent Security Agreement") and the Patent Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Patent Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security Agreement, the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Patent Security Agreement and the RAI Enterprises Patent Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

# PATENT REEL: 014934 FRAME: 0685

KBALLOYS

IN WITNESS WHEREOF, each Granter has a mod this Patent Scourity Agreement to be executed and delivered by its duly authorizes officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, U.C. READING ALLOYS, D.C. RAI ENTERPRISES, IN 2

**BU** By: Name Richard I Mallinia Title: 023

ACCEPTED AND ACKNOWLEDGED BY: HELLER FINANCIAL, INC., as Agent

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

Patent Security Agreement

PATENT REEL: 014934 FRAME: 0686

> PATENT REEL: 020690 FRAME: 0179

011

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

By:	
Name:	
Title:	

ACCEPTED AND ACKNOWLEDGED BY: HELLER FINANCIAL, INC.,

as Agept By: Name: Kenald Hy Marian Title: VP

Patent Security Agreement

PATENT REEL: 014934 FRAME: 0687

07/15/04 THU 15:13 FAX 6108938822

**EBAILOYS** 

ACKNOWLEDGMENT OF GRA ITORS

STATE OF Pennsylvania COUNTY OF \_\_\_\_\_\_

On this <u>15thiay</u> of <u>July</u><u>2004</u> before me personally appeared Richard J. <u>Malliria</u> proved to me on the basis of satisfacts y evidence to be the person who exacuted the foregoing instrument on behalf of KB Alloys, inc. KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and any that he is an authorized officer of said corps: ations, that the said instrument was signed on behalf of anid corporations as authorized by its E ands of Directors and that he acknowledged said instrument to be the free art and deed of sail corporations.



terli Notary Public

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# PATENT REEL: 014934 FRAME: 0688

SCHEDULE I

.

# TO PATENT SECURITY AGREEMENT PATENTS AND PATENT APPLICATIONS

**ISSUED PATENTS** 

-	S	Filine Date		Print No	Insue Date	
XB Alloya, US	USA	Jan 27, 1995		5.484.493	Jan 16, 1996	Alarninum Race Allow
		Jun 62, 1993	ł	5415 708	May 16 1005	Alminum Ress After ad Marked Concerning Concerning
		Mar 04 1991	t	1 770 754	1.1 77 1001	
					~~~ *** me	Auturnau rainte Aurian Allow Jud Modifrine Alumiann Allow
		Oct 10, 1998	Granted	5,055,256	Oct 86, 1991	Grain Refiner for Altracioner Containing Silicon
		Aug 24, 1990	{ Granted	5,180,447	Jan 19, 1993	Grain Refiner for Almeinana Containine Siliena
		Jun 06, 1995	Granted	5,676,774	Oct 14, 1997	Maznesium Allov as m Alaminum Handaner
		Mar 08, 1995	Granted	6,123,899	Sep 26, 2000	Master Alloy Handeners
		Mar 06, 1992	Granked	5,405,578	Apr 11, 1995	Method for Preparing Master Alloy Hardeners for use in Preparing an Alemanum Allow
		Jun 06, 1995	Greated	5.728.239	Mar 17, 1998	Proceed for Hiscienting A terreinment resince a Marmonium A floor
		Jun OB, 1998		§ 6,042,660	Mar 28, 2000	Structure Macter A Toy Consumition
		Oct (66, 1999		6,136,108	Oct 24, 2000	Strontium Master Alby Comparition Having a Reduced Solidus Temperature and Meland of Manufacturing the Same
		Oct 66, 1999	Granted	6,139,654	Oct 31, 2000	Strentism Master Alloy Composition Having a Reduced Solidus Temperature and Method of Masterbring the Same
		Sep 08, 1986	Graated	4,812,290	Mar 14, 1989	Third Element Additions to Aluminum-Titsenium Manne Alleree
		Mar 07, 1988	Grated	4873.054	Oct 10, 1969	Third Element Additions to Aliminium. Thesium Manh. Allow.
	~	Jam 24, [989		5,041,263	Aug 20, 1991	Third Element Additions to Aluminium. Thisning Market Allow
		Aug 24, 1989		5,100,485	Mar 31, 1992	Third Element Addrives in Alumium, Thesiae Marine Marine Albare
Jack I.	5	Mar 3, 1992		3245419	Oct 26, 2001	Abunitation Marter Alleys Containing Streatism, Borea, and Silicon for Grain Relatine and Modifician Abunitation Allow
-		Sep 07, 1967	Granted	1785540	Ale 31. 1993	Third Rienent Additions to Aluminum Theoriem Links Allers
		)un (7, 1999	Granted	3112452	Sep 22, 2000	Stroutium Master Alloy Composition Having a Roduced Solidus Temperature
2	Normay	Mæ 03, 1992	Grented	304,384	Dec 07, 1998	use receive of resented and source of the second structure. Boron, and Silicon for Grain Alumitum Matter Alioy of barringer, allows
ŝv	Argantina	Mar 04, 1992	Greated	250,103	Aug 20, 1996	Ahuniuun Master Alloys Containing Strontium, Baron, and Silicon, for Genia Refinion and Modiform A house a Allowa
		Mar 06, 1992	Grand	251.992	May 30 1008	Marter Albau Baulanan

<sup>1</sup> Well be allowed to capies without payment of maintenance face convertly due. Allowed but not yantated yet <sup>2</sup> KB did not want to parate

PATENT REEL: 014934 FRAME: 0689

Grater	Country	Filing Date	States	Fatont No	Issue Data	11446
KB Alloys	Brasi	Mar 03, 1992	Grunted	P[9205720	Mar 08, 2000	Aluminum Meeter Alloys Contribute Strontium, Boron, and Slicon for Grain
life i						Refining and Modifying Atumiaum Alfoys
(const'd)		Aug 28, 1967	Granted	PDP704649	May 27, 1997	Third Blement Additions to Aluminum-Titanium Master Alloys
		Mar 06, 1989	Granted	P18901023	Sep 18, 2001	Third Element Additions to Aluminum-Utsanium Master Alloys
	Circlede	Mar 03, 1992	Granted	2,104,304	Jun 22, 2002	Aluminum Master Alloys Containing Strontium, Boron, and Siliton for Grain Raferine and Madifeline Aluminium Allows
		Mar 06, 1992	Granted	2,105,860	Nov 11. 2003	Mate Alloy Hardcoes
		Mar 17, 1986	Grated	1,277,855	Dec 18, 1990	Master Alley for Al & Si
		Jun 04, 1999	Allowed <sup>2</sup>			Struction Marter Alloy Composition Having a Roduced Solidar Temperature
						and Method of Masufrating Same
	Australia	Mar 03, 1992	Granted	659484	Sep 05, 1995	Aluminum Master Alloya Containing Strendium, Boron, and Silicon for Grain
		14 15 1087	-	< <u>26030</u>	Now 16 1090	Retraine and Modifying Aluminim Alloys
		1- 14 1066	- <b> </b>	591875	New 28 1005	. Alling Locatedi Austrona 10 Annihiliti I Halinger Austre Albugo
		Mar 06, 1992		664.173	Feb 27, 1996	Master Allow Renderers
	Metico	Sep 07, 1987	-	165269	Nov 06, 1992	Third Element Additions to Aluminum-Titunium Master Allows
•		Jun 07, 1999	Greated	216,107	Sept. 01, 2003	Strontium Master Alloy composition Having a Reduced Solidua Temperature and
			-			Method of Manufacturing Same
	Cinitia	Sep (9, 1987	Granted	1,298,993	Apr 21, 1992	Third Element Additions to Aluminum-Titurium Master Alloys
		Fcb 22, 1989	_	1,311,145	Dec 08, 1992	Third Element Additions to Algeninger-Thanian Master Alloys
	Germany	Sep 07, [967	Granted	120027111	Jan 05, 1995	Third Element Additions to Aluminum-Titanium Master Alloys
	Venezuela	Feb 15, 1989	-	051488	Feb 15, 1989	Third Element Additions to Aluminum-Titurnium Master Alloys
	ž	Sep 04, 1987		2194796	Jas 02, 1991	Third Element Additions to Alumineur-Thenium Master Alloys
		Mar C7, 1989	Geneted	2216542	Dec 18, 1991	7 Third Element Additions to Almnimum-Thenium Master Alleys
		Mar 07, 1989	Granted	2243374	Aug 26, 1992	1 Third Element Additions to Aluminum-Thanium Master Alloys
	Buropess	Jun 10, 1999	Abendoned *			Strongium Manner Alloy Composition Having a Reduced Solidas Therperature
BM	NSU		Graated	5,769,922	06/23/1998	Method for Producing Vanadium-Aluminan-Ruthenium Master alloys and
Butchprises,						Master Alloy Compositions
्यम्			Granted	5,316,723	05/31/1994	Master Alloye for Beta 21S Titanium-Based Alloys
••••••			Granted	5,364,587	11/15/1994	Nicical Alloy for Hydrogen Battery Electrodes
-			Constad	5,422,069	9661/90/90	Manter Alloys for Bets 21S Timmium-Based Alloys and Method of Making the
						Same
		5661x2110	Grunted	2,127,121	07/23/1993	Marter Alloy for Beta 215 Treatum-Based Alloys and Method of Making the Same
		07/23/1993	Granted	2,140,337	E061/E2/L0	Nickel Alloy for Hydroger Battery Electrodes
	Burope	£661/£7/L0	Granted	0822300	£661/£7/10	Manter Alloy for Beta 215 Thamium-Based Alloys and Mothod of Making the Same
	Japan		Granted	2800137	3651/01/10	Marter Allov for Beta 21S Transinn-Bused Allows and Method of Matrice file

<sup>4</sup> Will be allowed to expire without payment of maintenances for currently day. <sup>3</sup>Allowed but not patiented yo: <sup>3</sup>KB did not want to partice

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# PATENT REEL: 014934 ERAME: 0690

PATENT APPLICATIONS

Granter	Country	Application	Filing Date	Status	Patent No	Latte Date
KB Alloys, Inc.	USA	60424,380 Frovisional	Nov 2, 2002	Peeding	Pending	Pending
	Venezuela	0301/92	Feb 15, 1989	Postine		
		99-081040	Jun 03. 1999	Pradine		
	Norway	ESUZ 6661	Jun 07, 1999	Pending		
Reading	NSA	10/428,430	05/02/2003	Pending		
Alloys, Inc.		10/834,427	04/29/2004	Pendine		
	International	PCT/USOM/1	04/29/2004	Proding		
	CLik Clik	2004-0943	05/03/2004	Practino		
	Venezuela	2004-000690	04/28/2004	Pending		
	Thatland	090561	04/30/2004	Pending		
	Malayaia	None	04/30/2004	Pending		
	Taiwan	093112136	04/30/2004	Pendine		
	Argentina	P040101488	04/30/2004	Putter		

RECORDED: 08/04/2004

PATENT REEL: 014934 FRAME: 0691

> PATENT REEL: 020690 FRAME: 0184

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Provisional abendoned and utility now is formal application stage

# Patent Assignment Details <u>NOTE:Results display only for issued patents and published applications. For pending or</u> <u>abandoned applications please consult USPTO staff.</u>

	Reel/Frame: <u>014934/0692</u>	View Recorded Assignment	<b>Pages;</b> 10 "
	Conveyance: SECURITY AGREEME		
То	tal properties: 4		
1	Patent #: <u>5316723</u> Issue Dt: 05/3 Title: MASTER ALLOYS FOR BETA 21S TITAN	• • • • • • • • • • • • • • • •	Filing Dt: 07/23/1992
2	Patent #: <u>5364587</u> Issue Dt: 11/1 Title: NICKEL ALLOY FOR HYDROGEN BATTE	••	Filing Dt: 07/23/1992
3	Patent #: 5422069 Issue Dt: 06/0 Title: MASTER ALLOYS FOR BETA 21S TITAN	06/1995 Application #: 08175142 NUM-BASED ALLOYS AND METHOD OF MAKING	Filing Dt: 12/29/1993 SAME
4	Patent #1 5769922 Issue Dt: 06/2 Title: METHOD FOR PRODUCING VANADIUM	23/1998 Application #: 08631405 -ALUMINUM-RUTHENIUM MASTER ALLOYS AND	Filing Dt: 04/12/1996 MASTER ALLOY COMPOSITIONS
A\$1	signor		-
1		E	<b>kec Dt:</b> 07/15/2004
	signee		
1	HELLER FINANCIAL, INC.		
	500 WEST MONROE STREET		
<b>6</b> -	CHICAGO, ILLINOIS 60661 Trespondence name and address		
CU	ELISABETH A, EVERT, ESQ,		
	717 NORTH HARWOOD		
	SUITE 3400		
	DALLAS, TX 75201		
			Search Results as of: 3/3/2006 5:28:17 P.M.

eplayed, contact QPR / Assignments at 571-272-3350 September 26, 2005 If you have any co umente or qu ng the date d

# PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

			N		
SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANC	E:	SECURITY AGREEMENT			
CONVEYING PARTY DATA					
	·				
	N	ame	Execution Date		
RAI Enterprises, Inc.			07/15/2004		
RECEIVING PARTY DATA			-		
Name: Helle	r Financial, Inc	·			
	Nest Monroe S				
City: Chica					
State/Country: ILLIN					
Postal Code: 6066					
PROPERTY NUMBERS Tot	al: 4				
Property Type		Number			
Patent Number:	576992				
Patent Number:	531672	23			
Patent Number:	536458	87			
Patent Number:	542206	i9	g		
CORRESPONDENCE DATA					
Fax Number: ()	014004 0404		CH		
· · · · · · · · · · · · · · · · · · ·	214)981-3400 via //S Mail ud	en the fax attempt is unsuccessful.	0		
Phone: 2	214-981 <b>-33</b> 19	en ure lax auempt is unsuccessitil.			
Email: mroberts@sidley.com					
Correspondent Name: Elisabeth A. Evert, Esq.					
Address Line 1: 717 North Harwood					
Address Line 2: Suite 3400					
Address Line 4: Dallas, TEXAS 75201					
NAME OF SUBMITTER:					
Total Attachments: 8 source=kb - patents#page1.tif	•				
			PATENT		
500003713		REEL: 01	14934 FRAME: 0692		
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PATENT REEL: 020690 FRAME: 0186

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# PATENT REEL: 014934 FRAME: 0693

# **EXECUTION COPY**

# PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("KB Alloys"), KBA HOLDING, INC., a Delaware corporation ("KBA Hoking"), KBA ENTERPRISES, INC., a Delaware corporation ("KBA <u>Enterprises</u>"), READING ALLOYS, INC., a Pennsylvania corporation ("Reading Alloys") and RAI ENTERPRISES, INC., a Delaware corporation ("RAI Enterprises") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "<u>Grantor</u>" and collectively as "<u>Grantors</u>"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

# WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, Agent and the Persons aignatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit</u> <u>Agreement</u>"), Lenders have agreed to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1 <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

CHI 2946323v5

PATENT REEL: 014934 FRAME: 0694

# GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

Each Grantor hereby grants to Agent, on hehalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents including those referred to on <u>Schedule I</u> hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Patent Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Allovs Patent Security Agreement") and the Patent Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Patent Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Patent Security Agreement and the RAI Enterprises Patent Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

2

PATENT <u>REEL: 014934 FRAME: 0695</u>

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**KBALLOYS** 

IN WITNESS WHEREOF, each Grantus has a used this Patent Security Agreement to be encouled and delivered by its duly authorizes officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, II C. READING ALLOYS, IP C. RALENTERPRISES, IN 1.

 $\mathbf{G}\mathbf{D}$ **/**7 By: Name: Richard I A. Title: 623

ACCEPTED AND ACKNOWLEDGED BY: HELLER FINANCIAL, INC., as Againt

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

Patent Security Agreement

2011

PATENT REEL: 014934 FRAME: 0696

> PATENT REEL: 020690 FRAME: 0190

H

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

By:	
Name:	
Title:	

ACCEPTED AND ACKNOWLEDGED BY: HELLER FINANCIAL, INC.,

as Agept By: Namo: Konald Hyde Title: VP nan

Patent Security Agreement

PATENT REEL: 014934 FRAME: 0697

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**KBALLOYS** 

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# OWLEDGMENT OF GRA ITORS

STATE OF Pernsylvania COUNTY OF \_\_\_\_\_\_

On this 15thiny of July Richard .". Malliris proved to me on the busis of antisthety y evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, inc. KBA Holding, Inc., KBA Eutoprises, Inc., Reading Alloys, inc. and RAI Entoprises, Inc., who being by me duly swom did depose and any that he is an authorized officer of mid corps atlous, that the said instrument was signed on behalf of said corporations as anthonized by its E made of Directors and that he acknowledged said instrument to be the free set and deed of sai corporations.

2004 befor me personally appeared



Aiterli Notacy Public

PATENT REEL: 014934 FRAME: 0698

SCHEDULE I

# TO PATENT SECURITY AGREEMENT PATENTS AND PATENT APPLICATIONS

**ISSUED PATTENTS** 

Inc. USA					
	Jun 27, 1995	Granted	5,484,493		
	Jun 02, 1993	Granted	5415 722	May 14 1000	
•	Mar 04, 1991	Created in	2 770 742	C441 11 1222	Automation base Alloy and Method for Preparing Same
				1 21, 1993	Alternation Matter Alloys Containing Strenthun and Boron for Grain Refining
•••	Oct 10, 1998	Granted	5 055 256	1001 00100	auto Mocuryang Alterninan Alloys
	Att 24, 1990		\$ 190 447		UTALI REIDER AN ANTERINER CORAMING SILEON
	Jun 166, 1995		1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	Creat 12, 1795	Cited Kether for Alterninen Contrining Silicon
	Mar 06 1005	1.0	1/0/0/2	UG 14, 1997	Magnesium Alloy as an Aluminum Handener
	Mar ()6 1000	-L.,	40.0219	841 AA 2000	Master Alloy Hardeners
			8/cronerc	Apr 11, 1995	Method for Propuring Master Alloy Hardeners for use in Preparing an Aluminum
	Jun 06, 1995	Granted	5 732 726	1000	Alloy
	Jun 66, 1996	Crement.	K N17 255	SVUE 11, 1998	Process for Hardening Aluminium wing a Magnesium Alloy
-	Or fit 1888			MUL 20, 2000	Strottum Mater Alloy Composition
			\$136,108	0424,2000	Strouthan Master Alloy Composition Haring a Reduced Solidius Tennerature
·····	Oct 66, 1900	Greated	1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		and Method of Manufacturing the Sume
		Totation	COLUCIT'S	Oct 31, 2000	Strottion Matter Alloy Composition Having a Reduced Solidar Terroration
	Sep (8, 1986	Granted	4 217 300	1007 11-17	and Method of Munufacturing the Same
	Mer (17. 1026			MET 14, 1989	Third Element Additions to Atuminum-Titanium Master Allove
-	Tan 74 1000		+Criciet	04 10 1360	Third Element Additions to Alterinan-Therinan Master Allow
			5041263	Aug 20, 1991	Third Element Additions to Aliminate Tite : 21 14
	AUG A IND	Cruted	5,100,488	Mar 31, 1992	Drief Plenant Additions to Al.
in the s	Mar 3, 1992	Granted	3245419	0d 26 2001	
					remember of Markins Aunional Summary Summitting Boron, and Silicon for Grain Refering and Markining Arminents American Arminents
	1001 1003	Grated	1785540	Alle 31, 1001	
	Jun 07, 1999	Critic	3112452	Sep 22, 2000	Structure Manual to Australia i Statant Master Alloys
					and Method of Manufacturies Construct a Sectored Solidity Teaperature
Norway	Mar U3, 1992	Granted	304,384	Dec 07, 1998	Automatic Marke Allow Contrining Street in Barner 1911
Arsentina	Var 04 1000				Befaing and Modifying Aluminum Allove.
			ED I'DCZ	Aug 20, 1996	Alaminum Master Alloys Containing Strontisma, Boton, and Silisons for Grain
	Mar 06, 1992 Granted	Granted	251.002	Mar. 30 1000	New 30 1000 1 Manual Andrew Andrew Aller A

<sup>1</sup> Will be allowed to expire without payment of maintenance floes currently dat. <sup>2</sup> Allowed but not patented yet <sup>3</sup> KB tild not wurk to partue

PATENT REEL: 014934 FRAME: 0699

Granter	Country	Filme Date	Status	Fatent No	Linue Date	7114-
KR Allow		Ner 03 1902	Genter	UCLONCOND	Mar AS 2000	Alsoniana Maste Allone Containing Stranitus Room and Sfrom for Groin
Inc.	-					References and Modifying Atuminan Alloys
(cont°d)		Aug 28, 1967	Granted	P18704449	May 27, 1997	Third Element Additions to Aluminum-Thanian Master Alloys
		Mar 06, 1989	Granted	Pi8901023	Sep 18, 2001	Third Element Additions to Aluminum-Titunium Master Alloys
	Censda	Mar 03, 1992	Granted	2,104,304	7007 '22 wy	Aluminum Master Alloys Containing Strontiner, Boron, and Silicon for Grain Referins and Modiforing Aluminum Alfow
		Mar 06, 1992	Graated	2,105,860	Nov 11, 2003	Master Alloy Bardoners
		Mar 17, 1986	Graated	1,277,855	Dec 18, 1990	Master Alloy for Al & Si
		Jun 04, 1999	Allowed <sup>1</sup>			Stromburn Muster Alloy Composition Hawing a Reduced Solidas Temperature
						and Method of Manufacturing Same
	Australia	Mar 03, 1992	Granted	659484	Sep 05, 1995	Alartisteam Meater Alloys Containing Strontium, Boros, and Silicon for Gruis Referint and Modifying Aluminum Allovi
		Jul 15, 1987	Granted '	586929	Nov 16, 1989	Third Element Additions to Alumians-Titenium Master Allove
		Im 04, 1989	Graated	623872	May 28, 1992	Third Element Additions to Abminum-Tunnium Master Alloys
•		Mar 06, [992	Granted	664,173	feb 27, 1996	Master Alloy Handcaers
	Mexico	Sep 07, 1967		165269	Nov 04, 1992	Third Element Additions to Aluminum-Thunium Master Alloys
		Jun 07, 1999	Granted	216,107	Sept. 01, 2003	Strontum Manter Alloy composition Having a Reduced Solidus Temperature and
	Į	C	-			Mothod of Manufacturing Same
		241 X 120	-	1,278,273	ANT 24, 1774	Then Extended Accelerate to Alumatum-Transme Master Alloys
		FC0 22, 1969	-	1,311,145	Dec 08, 1992	Third Element Additions to Alyminium-Titanium Matter Alloys
	Gunnery	Sep 07, 1967	-+	11067111	Jan 05, 1995	Third Element Additions to Aluminum-Titanium Marter Alloys
	Veneration	Feb 15, 1989	-	051486	R <b>ch</b> 15, 1989	Third Element Additions to Aluminum-Titanium Matter Alloys
	M	Sep 04, 1967	-+	2194796	Jan CC, (991	Third Element Additions to Aluminum-Themium Mester Alloys
		Mar 07, 1989		2216542	Dec 18, 1991	Third Element Additions to Aluminum-Thenian Muster Alloys
		Mar 07, 1989	-	2243374	Aug 26, 1992	Third Element Additions to Aluminum-Thesian Master Alloys
	European	Jun 19, 1999	Abandomed			Strontium Master Alloy Composition Having a Reduced Solidus Temperature and Method of Menufscimine Same
Ral	VSN		Gnoted	5,769,922	8661/6790	Method for Producing Vanatium Aiuminum-Ruthenium Master alloys and
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			Greekel	2 261 497	11/15/1004	Restant Autory and action and a support support Autorys
			Ī	5 m 140	VCN2/VDV	I WANT (NOV NI LI JUNEY LINE) LINE AND AND A AND AND A AND AND AND AND AND
						A MARKE PUNCT ON DOME A LO JAMENULT-ONOU PUNCTS AND MERIOU OF MALENING LDS
	Cenada	5661/5Z/L0	Geneted	2,127,121	£661/EZ/L0	Master Alloy for Beta 215 Titanium-Besod Alloys and Method of Making the
,		1000 C				Sease
		01/23/1993	Contect	2,140,337	07/23/1993	Nictual Alloy for Hydrogen Battery Electrodes
	Butope	5661/FZ/10	Granted	0652980	5661/EZ/LO	Master Alloy for Beta 21S Titmiun-Based Alloys and Method of Making the Same
	Japan		Granted	2800137	265L/01/20	Master Alloy for Beta 21S Tituatium-Based Alloys and Method of Malding the

<sup>4</sup> Will be allowed to explice withcast payment of maintenance for currently due. <sup>2</sup>Allowed but not paramet yet. <sup>3</sup> KB did not want to paramet

PATENT REEL: 014934 ERAME: 0700

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PATENT REEL: 020690 FRAME: 0194

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RECORDED: 08/04/2004



Poorisional abundoned and utility now in farmal applied

Schedule B to Release

See attached.

# **Trademark Assignment Details**

		2908 / 0278 <u>View R</u> 08/04/2004 SECURITY INTEREST	corded Assignment	Pages: 10
То	tal properties: 8			
1	Serial #: <u>72249164</u> Mark: TIBOR	Filing Dt: 06/28/1966	Reg #: <u>0836208</u>	Reg. Dt: 10/03/1967
2	Serial #: <u>72259926</u> Mark: TITAL	Filing Dt: 12/02/1966	Reg #: <u>0846123</u>	Reg. Dt: 03/19/1968
3	Serial #: <u>72455846</u> Mark: BORAL	Filing Dt: 04/27/1973	Reg #: <u>0992339</u>	Reg. Dt: 09/03/1974
4	Serial #; <u>73635841</u> Mark: KAWECKI	Filing Dt: 12/17/1986	<b>Reg #:</b> <u>1465140</u>	Reg. Dt: 11/17/1987
5	Serial #: <u>73679924</u> Mark: KBALLOYS, INC.	Filing Dt: 08/18/1987	<b>Reg #: <u>1523171</u></b>	Reg. Dtr 02/07/1989
6	<b>Serial #:</b> <u>74047397</u> <b>Mark:</b> TICAR	Filing Dt: 04/10/1990	<b>Reg #:</b> <u>1702399</u>	Reg. Dt: 07/21/1992
7	Serial #: 74460823 Mark: KORRECT BAR	Filing Dt: 11/19/1993	Reg #: <u>1926276</u>	Reg. Dt: 10/10/1995
8	Serial #: <u>75883476</u> Mark: STROBOR	Filing Dt: 12/30/1999	Reg #: <u>2406293</u>	<b>Reg. Dt:</b> 11/21/2000
Ass 1	i <b>lg</b> nor <u>KB ALLOYS, INC,</u>		Exc	sc Dt: 07/15/2004

Exec Dt: 07/15/2004 Entity Type: CORPORATION Citizenship: DELAWARE

Entity Type: CORPORATION Citizenship: DELAWARE

Search Results as of: 3/3/2006 5:21:13 P.M.

if you have any comments of questions contending the date displayed, contact QPR / Assignments at 571-272-3360 Wab interface test modifiest September 28, 9005

Page 1 of 1

Assignee

1 HELLER FINANCIAL, INC.

SUITE 3400 DALLAS, TX 75201

500 WEST MONROE STREET

CHICAGO, ILLINOIS 60661 Correspondence name and address ELISABETH A. EVERT, ESQ. 717 NORTH HARWOOD

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# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEY	YANCE:		SECURITY INTEREST			
CONVEYING PARTY	DATA		······································			
Name			Formerly	Execution Date	Entity Typ	æ
KB Alloys, Inc.				07/15/2004	CORPORATION: DE	
RECEIVING PARTY D	ATA					
Name:	Heller Financi	al, Inc.				
Street Address;	500 West Mor	roe St	reet			
City:	Chicago					
State/Country:	ILLINOIS					
Postal Code:	60661					
Entity Type:	CORPORATIO	DN: DE	LAWARE			
PROPERTY NUMBER	S Total: 8					
Property Type	Num	ber		Word Mark		
Serial Number:	7245584	6	BORAL			
Serial Number: 736358		1	KAWECKI			
Serial Number:	7367992	24	KBALLOYS, INC.			
Serial Number:	7446082	23	KORRECT BAR			e e e e e e e e e e e e e e e e e e e
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Serial Number:	7224916	4	TIBOR			÷
Serial Number:	7404739	)7	TICAR			
Serial Number:	7225992	26	TITAL		·	
CORRESPONDENCE	DATA					-

Fax Number:(214)981-3400Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:214-981-3319Email:mroberts@sidley.comCorrespondent Name:Elisabeth A. Evert, Esq.Address Line 1:717 North HarwoodAddress Line 2:Suite 3400

# 900011135

TRADEMARK REEL: 002908 FRAME: 0278 PATENT REEL: 020690 FRAME: 0198

		<u> </u>
ATTORNEY DOCKET NUMBER:	20607-30200	
NAME OF SUBMITTER:	Susan Roberts	
Total Attachments: 8		
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# TRADEMARK REEL: 002908 FRAME: 0279

# **EXECUTION COPY**

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("<u>KB Alloys</u>"), KBA HOLDING, INC., a Delaware corporation ("<u>KBA Holding</u>"), KBA ENTERPRISES, INC., a Delaware corporation ("<u>KBA Enterprises</u>"), READING ALLOYS, INC., a Pennsylvania corporation ("<u>Reading Alloys</u>") and RAI ENTERPRISES, INC., a Delaware corporation ("<u>Reading Alloys</u>") and RAI ENTERPRISES, INC., a Delaware corporation ("<u>RAI Enterprises</u>") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "<u>Grantor</u>" and collectively as "<u>Grantors</u>"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

# WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit</u> <u>Agreement</u>"), Lenders have agreed to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

CEI 2916691v6

TRADEMARK REEL: 002908 FRAME: 0280

1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Bach Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark</u> <u>Colleteral</u>"):

(a) all of its Trademarks including those referred to on <u>Schedule I</u> hereto, except any intent-to-use trademark application for which an amendment to allege use or statement of use has not been filed;

(b) all amendments to or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without
 limitation, any claim by any Grantor against third parties for past, present or future
 (i) infringement or dilution of any Trademark or (ii) injury to the goodwill
 associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Trademark Security Agreement dated as of September 28, 1995 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Trademark Security Agreement") and the Trademark Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Trademark Security Astroament"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Trademark Security Agreement and the RAI Enterprises Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

2

TRADEMARK REEL: 002908 FRAME: 0281
**KBALLOYS** 

IN WITNESS WHEREOF, each Grantor has : mscd this Trademark Security Agreement to be executed and delivered by its duly authorize 1 officer as of the date first set forth above.

> KB ALL DYS, INC. KBA HC LDING, INC. KBA EN TERPRISES, INC. READIN 3 ALLOYS, INC. RALENT ERPRISES, INC.

By: m.l Name Title

## ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC., as Agent

By:	
Name:	
Title:	

Trademark Security Agroamout

TRADEMARK REEL: 002908 FRAME: 0282

> PATENT REEL: 020690 FRAME: 0202

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

By:	
Name:	
Title:	

## ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,

as Agent, By: Name Hodemanica Title:

Trademark Security Agreement

TRADEMARK REEL: 002908 FRAME: 0283

> PATENT REEL: 020690 FRAME: 0203

#### 07/15/04 THU 15:13 PAX 6106936822

**KBALLOYS** 

#### 014

## ACKNOWLEDGMENT OF GRA TORS

STATE OP _P	ennsylvania	j.
COUNTY OF	Berks	1 }

On this 15thday of July ,2004 befor me personally appeared Richard J. Malliris, proved to me on the basis of satisfact y evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc. KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corpt whom, that the said instrument was signed on behalf of said corporations as authorized by its E ands of Directors and that he acknowledged said instrument to be the free act and deed of sai corporations.

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meth Of Pan Come in 17.

## TRADEMARK REEL: 002908 FRAME: 0284

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

	•	Reg. No.		
Country	Trademark	(Serial No.)	Date of Grant	<u>Status</u>
USA	Boral	992,339	9/3/1974	Renewal due 09/03/2004
	Kawecki	1,465,140	11/ <b>17/1987</b>	Renewal due 11/17/2007
	KB Alloys, Inc.	1,523,171	2/7/1989	Renewal due 02/07/2009
	Korrect Bar	1,926,276	10/10/1995	Renewal due 10/10/2005
	Tibor	836,208	10/3/1967	Renewal due 10/03/2007
	Ticar	1,702,399	7/21/1992	Renewal due 07/21/2012
	Tital	846,123	3/19/1958	Renewal due 03/19/2008
				8 & 15 due 11/21/2006
	Strobar	2,406,293	11/2 <b>1/2000</b>	Renewal due 11/21/2010
	New KB Orbit Logo			Pending
Argentina	Boral	1,586,459	12/27/1995	Renewal due 12/27/2005
	Tibor	1,495,370	12/30/1993	Renewal due 12/30/2013
	Ticar	1,606,176	7/15/1993	Renewal due 07/15/2006
	Tital	1,495,372	12/30/1993	Renewal due 12/30/2013
Australia	Boral	8275631	1/23/1974	Renewal due 01/23/2009
	Kawecki	A466378	6/30/1987	Renewal due 06/03/2008
	Multiplex	B532575	4/11/1990	Renewal due 04/11/2007
	Tibor	A450615	5/24/1989	Renewal due 08/20/2007
	Ticar	541817	9/10/1990	Renewal due 09/10/2007
	Tital	A450614	5/24/1989	Renewal due 08/20/2007
Benelux	Kewecki	430799	3/27/1987	Renewal due 03/27/2007
	Tibor	430203	3/27/1987	Renewel due 03/27/2007
	Tital	430798	3/27/1967	Renewal due 03/27/2007
Brazil	Boral	6279813	4/10/1976	Renewal due 04/09/2008
	Tibor	816192499	12/1/1992	Renewel due 12/01/2012
	Ticar	815749481	4/21/1992	Renewal due 04/20/2012
- · ·	Tital	816192502	12/1/1992	Renewal due 12/01/2012
Canada	Borat	206942	5/9/1975	Renewal due 05/09/2005
	Tibor	154912	1/5/1968	Renewal due 01/15/2013
	Ticar	404808	11/13/1992	Renewal due 11/13/2007
_	Tital	157255	6/14/1968	Renewal due 06/14/2013
France	Tibor	1498898	3/20/1987	Renewal due 03/20/2007
	Ticar	1721378	9/11/1990	Renewel due 09/10/2010
•	Tital	13136607	5/7/1991	Renewal due 12/12/2011
Germany	Boral	928741	2/20/1974	Renewal due 02/19/2014
	Ticar	2085517	12/31/1990	Renewal due 12/31/2010
	Tibor	1116438	1/12/1988	Renewal due 04/03/2007
	Tital	2051367	12/7/1993	Renewal due 05/31/2011

TRADEMARK REEL: 002908 FRAME: 0285

## KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (Cont'd)

		Reg. No.		
<u>Country</u>	Tredemark	(Serial No.)	Date of Grant	Status
Great Britain	Boral	1304978	3/24/1994	Renewal due 03/24/2008
	Multiplex	1427132	11/27/1989	Renewal due 11/27/2008
	Tibor	888337	12/17/1985	Renewal due 12/17/2010
	Tibor	1400012	9/30/1989	Renewal due 09/30/2006
	Ticar	1439344	4/10/1990	Renewal due 04/10/2007
	Tital	1463083	5/2/1991	Renewal due 05/02/2008
Hungary	Kawacki	126613	4/13/1969	Renewal due 04/13/2007
	Tibor	126612	11/30/1987	Renewal due 11/30/2007
	Tkel	127162	9/2/1988	Renewal due 04/13/2007
	Tibor	810647	4/13/2000	Renewal due 08/12/2007
	Ticar	603015	8/24/1993	Renewal due 09/21/2010
	Tital	609469	11/17/1993	Renewal due 11/17/2013
Japan	Tibor	2580162	9/30/1993	Renewal due 09/30/2013
	Ticar	2517048	3/31/1993	Renewal due 03/31/2013
Mexico	Boral	448231	12/15/1993	Renewal due 12/07/2012
	Tibor	447080	11/24/1993	Renewal due 12/07/2012
	Ticar	434793	5/27/1993	Renewal due 12/07/2012
	Tilal	484377	2/24/1995	Renewal due 12/07/2012
New Zealand	Boral	107042	1/25/1974	Renewal due 01/25/2009
	Kawecki	186695	7/14/1988	Renewal due 07/14/2009
	Multiplex	B201153	11/27/1989	Renewal due 11/27/2010
	Tibor	209881	5/1/1991	Renewal due 05/01/2012
	Ticar	204687	4/10/1990	Renewal due 04/10/2011
	Tital	209911	5/25/1991	Renewel due 05/02/2012
Norway	Boral	97694	1 <b>2/2/1976</b>	Renewal due 05/02/2012
	Tibor	135268	2/2/1989	Renewal due 02/02/2009
	Ticar	148,719	1/16/1992	Renewal due 01/16/2012
	Tital	153668	12/10/1992	Renewal due 12/10/2012
Spain	Tibor	1189447	<b>3/21/1988</b>	Renewal due 03/21/2008
Sweden	Boral	155650	8/4/1976	Renewal due 06/04/2006
	Tibor	215741	2/9/1990	Renewal due 02/09/2010
	Ticar	237020	6/26/1992	Renewal due 06/26/2012
	Tital	254733	1/28/1994	Renewal due 01/28/2014
Switzerland	Boral	269744	2/19/1974	Renewal due 02/19/2014
	Kawecki	356625	12/7/1987	Renewal due 07/30/2007
	Multiplex	382915	4/11/1990	Renewal due 04/11/2010
	Tibor	356626	12/17/1987	Renewal due 07/03/2007
	Ticar	384414	9/11/1 <b>990</b>	Renewal due 09/11/2010
	<b>Tital</b>	389610	5/2/1991	Renewal due 05/02/2011
Venezuela	Boral	P177028	7/10/1995	Renewal due 07/10/2005
	Tibor	167,257	8/19/1994	Renewal due 08/19/2014
	Tibor	23758-91	8/19/1994	Renewal due 08/19/2014
	Ticar	(16037-90)	3/18/1994	Renewal due 03/18/2014
	Tital	F-156830		Renewal due 11/01/2014

## TRADEMARK REEL: 002908 FRAME: 0286

PATENT REEL: 020690 FRAME: 0206

## READING ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Registration Date	Renewal Date
European Community	READING ALLOYS	2,368,835	9/7/2001	9/7/2011
Canada	ADVANCED ENGINEERED	TMA601,032	1/30/2004	1/30/2019
Russian Federation	MATERIALS & Design	253,092	8/15/2003	4/1/2012
United States	-	2,631,788	10/8/2002	10/8/2012
Australia		888,340	2/8/2002	9/7/2011
United Kingdom		2,280,135	9/7/2001	9/7/2011
South Korea		0534074	11/1/2002	11/1/2012
China	<b>-1</b> .	2015192	11/28/2002	11/28/2012
Ukraine (Application filed 7/24/2002, epplication number 2002076202,)				

## RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

	Mark	Registration No.	<b>Renewal Date</b>
United States	READING ALLOYS, INC. & Design	779,210	10/27/2004
	READING ALLOYS, INC. & Design	1,367,307	10/29/2005
	READING ALLOYS & Design	908,424	2/23/2001
Austria	READING ALLOYS, INC. & Design	108,679	3/31/2005
Canada	READING ALLOYS & Design	324,925	3/20/2002
France	READING ALLOYS & Design	1,291,935	12/4/2004
Germany	READING ALLOYS & Design	1,111,391	5/31/2005
Јарап	READING ALLOYS & Design	1,908,499	11/27/2008

<sup>1</sup>Inactive

**RECORDED: 08/04/2004** 

TRADEMARK REEL: 002908 FRAME: 0287

> PATENT REEL: 020690 FRAME: 0207

## **Trademark Assignment Details**

	Reel/Frame: Received: Conveyance:		View Recorded Assignment	Pages: 10 004
To	tal properties: 3			
1	Serial #: <u>72174237</u> Mark: READING ALLOYS	Filing Dt: 08/01/1 INC.	963 <b>Reg #:</b> <u>0779210</u>	Reg. Dtr 10/27/1964
2	Serial #: <u>72358087</u> Mark: READING ALLOYS	Filing Dt: 04/27/1	970 <b>Reg #:</b> <u>0908424</u>	Reg. Dt: 02/23/1971
3	Seriel #: <u>73489997</u> Mark: READING ALLOYS	Filing Dt: 07/16/1 INC.	984 <b>Reg #: <u>1367307</u></b>	Reg. Dt; 10/29/1985
Ass	ilgnor			
1	RAI ENTERPRISES, INC.			Exec Dtr 07/15/2004 Entity Type: CORPORATION Citizenship: DELAWARE
Ass	ignee			
1	HELLER FINANCIAL, INC. 500 WEST MONROE STREET CHICAGO, ILLINOIS 60661			Entity Type: CORPORATION Citizenship: DELAWARE
Ço	rrespondence name and addres:	5		
	ELISABETH A. EVERT, ESQ.			
	717 NORTH HARWOOD			
	SUITE 3400 DALLAS, TX 75201			
				Seanch Requits as of: 3/3/2006 5:23:20 P.M.

i you have any comments or questions concerning the data displayed, contact OPR / Ausignments at 571-272-3350 Wab interface tast modified; Beckmber 28, 2005

## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:					
CONVEYING PARTY DATA					
Name		Formerly	Execution Date	Entity Typ	
RAI Enterprises, Inc.			07/15/2004	CORPORATION: DE	LAWARE
RECEIVING PARTY DATA		· · ·			
Name: Heller	Financial, Inc.	•			
	/est Monroe St				
City: Chicag	go				
State/Country: ILLINC					
Postal Code: 60661					
	PORATION: DE	FLAWARE			
					) 
PROPERTY NUMBERS Tota	al: 3				n
Property Type	Number		Word Mark		
Serial Number:	73489997	READING ALLOYS INC			
Serial Number:	72358087	READING ALLOYS			
Serial Number:	72174237	READING ALLOYS INC			
CORRESPONDENCE DATA Fax Number: (214)981-3400					
Correspondence will be sent			CCessiul.		
Phone: 214-981-3319 Email: mroberts@sidley.com					
Email: mroberts@sidley.com Correspondent Name: Elisabeth A. Evert, Esq.					
Address Line 1: 717 North Harwood					
Address Line 2: Sulte 3400					
Address Line 4: Dallas, TEXAS 75201					
ATTORNEY DOCKET NUMBER:		20607-30200			
NAME OF SUBMITTER:		Susan Roberts			
Total Attachments: 8 sourca=kb - tmks#page1.tif			•	TRADEMARK	

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REEL: 002908 FRAME: 0312 PATENT

REEL: 020690 FRAME: 0209

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## TRADEMARK REEL: 002908 FRAME: 0313

#### **EXECUTION COPY**

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGRHEMENT, dated as of August 2, 2004, by KB ALLOYS, INC., a Delaware corporation ("<u>KB Alloys</u>"), KBA HOLDING, INC., a Delaware corporation ("<u>KBA Holding</u>"), KBA ENTERPRISES, INC., a Delaware corporation ("<u>KBA Enterprises</u>"), READING ALLOYS, INC., a Pennsylvania corporation ("<u>Reading Alloys</u>") and RAI ENTERPRISES, INC., a Delaware corporation ("<u>RAI Enterprises</u>") (KB Alloys, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises are referred to herein individually as "<u>Grantor</u>" and collectively as "<u>Grantors</u>"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the benefit of the Agent and the Lenders.

#### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among KB Alloys, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit</u> <u>Agreement</u>"), Lenders have agreed to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities for the benefit of KB Alloys;

WHEREAS, KBA Holding, KBA Enterprises, Reading Alloys and RAI Enterprises have guaranteed the Obligations outstanding under and in connection with the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans, to issue Lender Letters of Credit and to incur Risk Participation Liabilities as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Loan Documents, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, each Grantor is required to and shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

CH1 2946691v6

TRADEMARK REEL: 002908 FRAME: 0314

1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark</u> Collateral"):

(a) all of its Trademarks including those referred to on <u>Schedule I</u> hereto, except any intent-to-use trademark application for which an amendment to allege use or statement of use has not been filed;

(b) all amendments to or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (1) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECURITY AGREEMENT. The security interests granted pursuant to this 3. Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, the Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of May 28, 1993 between KB Alloys and the Agent (as amended or modified from time to time, the "KB Alloys Assignment"), the Trademark Security Agreement dated as of September 28, 1998 between Reading Alloys and the Agent (as amended or modified from time to time, the "Reading Alloys Trademark Security Agreement") and the Trademark Security Agreement dated as of December 21, 1998 between RAI Enterprises and the Agent (as amended or modified from time to time, the "RAI Enterprises Trademark Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the KB Alloys Assignment, the Reading Alloys Trademark Security Agreement and the RAI Enterprises Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

2

## TRADEMARK REEL: 002908 FRAME: 0315

KBALLOYS

IN WITNESS WHEREOF, each Grantor has ( musci this Trademark Security Agreement to be excouted and delivered by its duly authorize ) officer as of the date first set forth above.

> KB ALL JYS, INC. KBA HC LDING, INC. KBA EN (ERPRISES, INC. READIN J ALLOYS, INC. RAI ENT ERPRISES, INC.

By: Name: Title

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC., as Agant

Ву:	
Name:	
Title:	

Trademark Security Agroement

TRADEMARK REEL: 002908 FRAME: 0316

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

> KB ALLOYS, INC. KBA HOLDING, INC. KBA ENTERPRISES, INC. READING ALLOYS, INC. RAI ENTERPRISES, INC.

By:	_
Name:	-
Title:	

## ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,

as Agent, By: The last Namo: Holamarian Title: VΡ

Trademark Security Agreement

TRADEMARK REEL: 002908 FRAME: 0317

#### 07/15/04 THU 15:18 FAX 8106938822

**KBALLOYS** 

#### ACKNOWLEDGMENT OF GRA ITORS

STATE OF Pennsylvania COUNTY OF \_\_\_\_\_\_Berks

On this <u>15thday of</u> <u>July</u>, <u>2004</u> before me personally appeared Richard J. <u>Malliris</u> proved to me on the basis of satisfacts: y evidence to be the person who executed the foregoing instrument on behalf of KB Alloys, Inc. KBA Holding, Inc., KBA Enterprises, Inc., Reading Alloys, Inc. and RAI Enterprises, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corpt ations, that the said instrument was signed on behalf of said corporations as authorized by its E ands of Directors and that he acknowledged said instrument to be the free act and deed of sai corporations.



Frences K. Vitarli

Come	investib Of Pananylvania
	Naturial Bad
	is K. Ninci, Nolary Public
	skinitery Two, Burles County
	niedas Rytine June 17, 2007
Marcher, 1	unaphonic According Of Malades

## TRADEMARK REEL: 002908 FRAME: 0318

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

	•	Reg. No.		
Country	<u>Trademark</u>	(Serial No.)	Date of Grant	<u>Status</u>
USA	Boral	992,339	9/3/1 <b>974</b>	Renewal due 09/03/2004
	Kawecki	1,465,140	11/17/1987	Renewal due 11/17/2007
	KB Alloys, Inc.	1,523,171	2/7/1989	Renewal due 02/07/2009
	Korrect Bar	1,926,276	10/10/1995	Renewal due 10/10/2005
	Tibor	836,208	10/3/1967	Renewal due 10/03/2007
	Ticar	1,702,399	7/21/1992	Renewal due 07/21/2012
	Tital	846,123	3/19/1968	Renewal due 03/19/2008
				8 & 15 due 11/21/2006
	Strobar	2,406,293	11/21/2000	Renewal due 11/21/2010
	New KB Orbit Logo			Pending
Argentina	Boral	1,586,469	12/27/1995	Renewal due 12/27/2005
A Second	Tibor	1.495.370	12/30/1993	Renewal due 12/30/2013
	Ticar	1,606,176	7/15/1993	Renewal due 07/15/2006
	Tital	1,495,372	12/30/1993	Renewal due 12/30/2013
Australia	Boral	B275631	1/23/1974	Renewal due 01/23/2009
	Kaweck	A466378	6/30/1987	Renewal due 08/03/2008
,	Multiplex	B532575	4/11/1990	Renewal due 04/11/2007
	Tibor	A450615	5/24/1989	Renewal due 08/20/2007
	Ticar	541817	9/10/1990	Renewal due 09/10/2007
	Tital	A450614	5/24/1989	Renewal due 08/20/2007
Benelux	Kawecki	430799	3/27/1987	Renewal due 03/27/2007
•	Tibor	430203	3/27/1987	Renewal due 03/27/2007
	Tital	430798	3/27/1987	Renewal due 03/27/2007
Brazil	Boral	6279613	4/10/1978	Renewal due 04/09/2006
	Tibor	816192499	12/1/1992	Renewal due 12/01/2012
	Ticar	815749481	4/21/1992	Renewal due 04/20/2012
•	Tital	816192502	12/1/1 <b>992</b>	Renewal due 12/01/2012
Canada	Boral	206942	5/9/1975	Renewal due 05/09/2005
	Tibor	154912	1/5/1988	Renewal due 01/15/2013
	Ticar	404808	11/13/1992	Renewal due 11/13/2007
	Tital	157255	6/14/1968	Ranewal due 06/14/2013
France	Tibor	1496896	3/20/1987	Renewal due 03/20/2007
	Ticer	1721378	9/11/1990	Renewal due 09/10/2010
	Tital	13136607	5/7/1991	Renewal due 12/12/2011
Germany	Boral	928741	2/20/1974	Renewal due 02/19/2014
	Ticar	2085517	12/31/1990	Renewal due 12/31/2010
	Tibor	1116438	1/12/1988	Renewal due 04/03/2007
•	Tital	2051367	12/7/1993	Renewal due 05/31/2011 ···

## TRADEMARK REEL: 002908 FRAME: 0319

## KB ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (Cont'd)

		Reg. No.		-
Country	<u>Trademark</u>	(Serial No.)	Date of Grant	
Great Britain	Boral	1304978	3/24/1994	Renewał due 03/24/2008
	Muitiplex	1427132	11/27/1989	Renewa) due 11/27/2006
	Tibor	888337	12/17/1965	Renewal due 12/17/2010
	Tibor	1400012	9/30/1969	Renewal due 09/30/2006
	Ticar	1439344	4/10/1990	Renewal due 04/10/2007
	Tital	1463083	5/2/1991	Renewal due 05/02/2008
Hungary	Kawecki	126613	4/13/1989	Renewal due 04/13/2007
•	Tibor	126612	11/30/1987	Renewal due 11/30/2007
	Tital	127162	9/2/1988	Renewal due 04/13/2007
	Tibor	810647	4/13/2000	Renewal due 08/12/2007
	Ticar	603015	8/24/1 <b>993</b>	Renewal due 09/21/2010
	<b>Tital</b>	609469	11/17/1993	Renewal due 11/17/2013
Japan	Tibor	2580162	9/30/1993	Renewal due 09/30/2013
	Ticar	2517048	3/31/1993	Renewal due 03/31/2013
Mexico	Boral	448231	12/15/1993	Renewal due 12/07/2012
	Tibor	447080	11/24/1993	Renewal due 12/07/2012
	Ticar	434793	5/27/1993	Renewal due 12/07/2012
	Tital	484377	2/24/1995	Renewal due 12/07/2012
New Zealand		107042	1/25/1974	Renewal due 01/25/2009
	Kawacki	185595	7/14/1988	Renewal due 07/14/2009
	Multiplex	B201153	11/27/1989	Renewal due 11/27/2010
	Tibor	209861	5/1/1991	Renewal due 05/01/2012
	Ticar	204687	4/10/1990	Renewal due 04/10/2011
	Tital	209911	5/25/1991	Renewal due 05/02/2012
Norway	Boral	97694	12/2/1976	Renewal due 05/02/2012
· · · · · · · · · · · · · · · · · · ·	Tibor	136268	2/2/1989	Renewal due 02/02/2009
	Ticar	148,719	1/16/1992	Renewal due 01/16/2012
	Tital	153668	12/10/1992	Renewel due 12/10/2012
Spain	Tibor	1189447	3/21/1988	Renewal due 03/21/2008
Sweden	Boral	155650	6/4/1976	Renewal due 06/04/2006
~ * * * * * *	Tibor	215741	2/9/1990	Renewal due 02/09/2010
	Ticar	237020	6/26/1992	Renewal due 06/26/2012
	Tital	254733	1/28/1994	Renewal due 01/28/2014
Switzerland	Bonal	269744	2/18/1974	Renewal due 02/19/2014
	Kawecki	356625	12/7/1987	Renewal due 07/30/2007
	Multiplex	382915	4/11/1990	Renewal due 04/11/2010
	Tibor	356626	12/17/1987	Renewal due 07/03/2007
	Ticar	384414	9/11/1990	Renewal due 09/11/2010
	Tital	389610	5/2/1991	Renewal due 05/02/2011
Venezuela	Boral	P177028	7/10/1995	Renewel due 07/10/2005
- VI IVI.49161	Tibor	167,257	8/19/1994	Renewal due 08/19/2014
	Tibor	23758-91	8/19/1994	Renewal due 08/19/2014
	Tiosr	(16037-90)	3/18/1994	Renewal due 03/18/2014
	Tital	F-156830	11/1/1994	Renewal due 11/01/2014
		1-100040		TATION AND THE PARTY IN

## TRADEMARK REEL: 002908 FRAME: 0320

# READING ALLOYS, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Country	Mark	Registration No.	Registration Date	Renewal Date
Constraintly	READING ALLOYS	2.368.835	9/7/2001	9/7/2011
European Community	ADVANCED ENGINEERED	TMA601,032	1/30/2004	1/30/2019
Canada	MATERIALS & Design	253,092	8/15/2003	4/1/2012
Russian Federation			10/8/2002	10/8/201
United States		2,631,788	and the second	9/7/201
Australia		888,340	2/6/2002	9/7/201
United Kingdom	<b>1</b> ·	2,280,135		the second s
South Korea		0534074	11/1/2002	11/1/201
China	-	2016192	11/28/2002	11/28/201
Ukraine (Application filed 7/24/2002, application number 2002076202.)				

## RAI ENTERPRISES, INC. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mork	Registration No.	Renewal Date
READING ALLOYS, INC. & Design	779,210	
PEADING ALLOYS, INC. & Design	1,387,307	10/29/2005
PEADING ALLOYS & Design	908,424	2/23/2001
DEADING ALLOYS, INC. & Design		
DEADING ALLOYS & Design	324,925	3/20/2002
READING ALLOYS & Design	1,291,934	12/4/2004
READING ALLOYS & Design	1,111,391	
READING ALLOYS & Design	1,908,49	11/27/2006
	Mark READING ALLOYS, INC. & Design READING ALLOYS, INC. & Design READING ALLOYS & Design READING ALLOYS, INC. & Design READING ALLOYS & Design READING ALLOYS & Design READING ALLOYS & Design READING ALLOYS & Design	Mark779,210READING ALLOYS, INC. & Design779,210READING ALLOYS, INC. & Design1,387,307READING ALLOYS & Design908,424READING ALLOYS, INC. & Design108,679READING ALLOYS & Design324,925READING ALLOYS & Design1,291,932READING ALLOYS & Design1,291,932READING ALLOYS & Design1,111,394

<sup>1</sup>Inactive

RECORDED: 08/04/2004

TRADEMARK REEL: 002908 FRAME: 0321.

**RECORDED: 03/24/2008**