

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE CIT GROUP/BUSINESS CREDIT, INC., as Collateral Agent	12/15/2011
RECEIVING PARTY DATA	
Name:	METAL SERVICES HOLDCO LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Name:	TUBE CITY IMS CORPORATION
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Name:	TUBE CITY IMS, LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6726736
Patent Number:	6602421
Patent Number:	5544867
Patent Number:	5169275

OP \$160.00 6726736

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37596
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 6
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

CIT GROUP/BUSINESS CREDIT INC., as Collateral Agent

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) DECEMBER 15, 2011

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other RELEASE OF SECURITY INTEREST

2. Name and address of receiving party(ies)

Name: METAL SERVICES HOLDCO LLC

Internal Address: _____

Street Address: 12 Monongahela Avenue

City: Glassport

State: PA

Country: USA Zip: 15045

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 4

- 7. Total fee (37 CFR 1.21(h) & 3.41) \$** _____
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

12/16/2011

Date

Matthew D'Auria

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional Receiving Parties

TUBE CITY IMS CORPORATION – DE
12 Monongahela Avenue
Glassport, PA 15045

TUBE CITY IMS, LLC – DE
12 Monongahela Avenue
Glassport, PA 15045

RELEASE OF PATENT SECURITY INTEREST, dated as of December 15, 2011 (this "**Release**"), by THE CIT GROUP/BUSINESS CREDIT INC., as Collateral Agent (as defined below) in favor of Metal Services Holdco LLC, Tube City IMS Corporation (as successor-in-interest to Metal Services Merger Sub Corp.) and Tube City IMS, LLC (successor to International Mill Service, Inc. and Tube City, LLC). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the ABL Credit Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among METAL SERVICES HOLDCO LLC, a Delaware limited liability company ("**Holdings**"), TUBE CITY IMS CORPORATION (as successor-in-interest to Metal Services Merger Sub Corp.), a Delaware corporation (the "**Borrower**"), the subsidiaries of the Borrower from time to time party thereto, CREDIT SUISSE AG, as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders party to the Existing Credit Agreement referred to below, and THE CIT GROUP/BUSINESS CREDIT INC., as collateral agent (in such capacity, the "**Collateral Agent**"), (ii) the Pledge and Security Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Security Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower from time to time party thereto, the Collateral Agent and the Administrative Agent, and (iii) the Patent Security Agreement dated as of January 25, 2007 (the "**Patent Security Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto (collectively, the "**Grantors**") and the Collateral Agent (such documents set forth in clauses (ii) and (iii), the "**Collateral Agreements**").

B. Pursuant to the Collateral Agreements, among other things, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the patents of the Grantors set forth on Schedule I hereto (the "**Patents**"), which security interest was recorded with the United States Patent and Trademark Office on February 20, 2007 at Reel/Frame 018904/0406.

D. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Patents granted under the Collateral Agreements.

Accordingly, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Patents and reassigns all right, title and interest it has, if any, in the Patents to the

applicable Grantor. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral Agent's security interests in the Patents. Except as provided in the Collateral Agreements, the execution and delivery of this release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

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

By

Name:

Title:


Eddy L. Milstein
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]]