

Form PTO-1595 (Rev. 03-11)
OMB No. 0851-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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)

Tube City IMS, LLC;
Tube City IMS Corporation

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 _____

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank, N.A., as administrative agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017-2014

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)

None

B. Patent No.(s)

5,544,867 and additional numbers on attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Michael Violet

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3303

Fax Number: 800-516-6304

Email Address: Michael.Violet@wolterskluwer.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka
Signature

January 12, 2012
Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

OP \$200.00 6149987

SCHEDULE A

Owner/Applicant: Tube City IMS, LLC

APPARATUS AND PROCESS FOR TRANSPORTING MOLTEN METAL

UNITED STATES	5,544,867	8/13/1996	ISSUED
CANADA	2,215,065	5/14/2002	ISSUED

AUTOMATIC SLAB TURNER

UNITED STATES	5,169,275	12/8/1992	EXPIRED
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METHOD FOR PURIFYING CONTAMINATED GROUNDWATER USING STEEL SLAG

UNITED STATES	6,602,421	8/5/2003	ISSUED
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**SYSTEM AND METHOD FOR REDUCING EMISSIONS FROM A DUST GENERATION STATION
INCLUDING A
METAL CUTTING STATION**

UNITED STATES	6,726,736	4/27/2004	ISSUED
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Owner/Applicant: Tube City IMS Corporation

TUYERE REMOVER

UNITED STATES	61/499,874	6/22/2011	PENDING
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated as of December 15, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the "*Administrative Agent*") for the Lender Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Credit Agreement, dated as of December 15, 2011 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "*ABL Credit Agreement*"), was entered into by and among Tube City IMS Corporation, a Delaware corporation (the "*Company*"), the other Loan Parties party thereto, the lenders party thereto, the Administrative Agent, JP Morgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent. Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, each Pledgor is party to that certain Pledge and Security Agreement dated as of December 15, 2011 in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Administrative Agent, for the benefit of the Lender Parties, a security interest in, among other property, certain patents and pending patent applications of the Pledgors, and have agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. Each Pledgor hereby grants to the Administrative Agent for the benefit of the Lender Parties a security interest in all of such Pledgor's right, title and interest in and to the following of such Pledgor (the "*Pledged Collateral*"):

(a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, divisions and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Pledged Collateral" shall not include, any Excluded Property.

SECTION 3. Security for Obligations. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer or authority record this Patent Security Agreement.

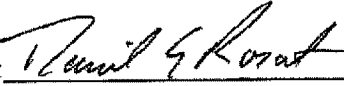
SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Pledged Collateral under this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Pledgor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

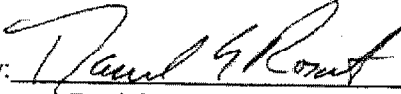
TUBE CITY IMS CORPORATION

By: 

Name: Daniel E. Rosati

Title: Chief Financial Officer and Executive
Vice President

TUBE CITY IMS, LLC

By: 

Name: Daniel E. Rosati

Title: Chief Financial Officer and Executive
Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Dan Bueno

Title: Vice President

Signature Page – Patent Security Agreement

RECORDED: 01/12/2012

PATENT
REEL: 027545 FRAME: 0592