

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4770326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NO. 1 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STEEL PARTNERS II LIQUIDATING SERIES TRUST - SERIES E	10/15/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	100 PARK AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10017	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7686556
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)451-2222	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-451-2300	
<b>Email:</b>	aprovencio@olshanlaw.com	
<b>Correspondent Name:</b>	MARY L. GRIECO - OLSHAN FROME WOLOSKY	
<b>Address Line 1:</b>	1325 AVENUE OF THE AMERICAS	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019	
<b>ATTORNEY DOCKET NUMBER:</b>	004197.069	
<b>NAME OF SUBMITTER:</b>	MARY L. GRIECO	
<b>SIGNATURE:</b>	/MARY L. GRIECO/	
<b>DATE SIGNED:</b>	01/10/2018	
<b>Total Attachments: 12</b>		
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source=Amendment No 1 to Patent Collateral Assignment and Security Agreement 7686556#page11.tif  
source=Amendment No 1 to Patent Collateral Assignment and Security Agreement 7686556#page12.tif

*Anything herein to the contrary notwithstanding, the repayment of the obligations evidenced by this Amendment (as defined below), the liens and security interests securing the obligations evidenced by this Amendment, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of October 15, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Wells Fargo Bank, National Association, and Ableco, L.L.C., as Senior Agents, and Wells Fargo Bank, National Association, as Subordinated Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Amendment, the terms of the Intercreditor Agreement shall govern and control.*

**AMENDMENT NO. 1 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO.1 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated October 15, 2010, by and among LUCAS-MILHAUPT, INC., a Wisconsin corporation ("Debtor"), THE STEEL PARTNERS II LIQUIDATING SERIES TRUST – SERIES E (the "Series E Trust") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent and trustee under the Indenture (in such capacity, "Wells Fargo"), dated as of the date hereof, by and among Wells Fargo, Handy & Harman Group Ltd. ("Parent"), and the subsidiaries of Parent party thereto as guarantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Indenture"). All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent Security Agreement (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS, Handy & Harman, certain other subsidiaries thereof as borrowers (collectively with Handy & Harman, the "Handy Borrowers") and guarantors, the Series E Trust and certain other parties thereto as lenders (the "Handy Lenders") and the Series E Trust (successor by assignment from Steel Partners II, L.P., successor by assignment from Canpartners Investments IV, LLC, successor by assignment from Ableco Finance LLC), as agent, have entered into the Loan and Security Agreement, dated March 31, 2004 (the "Existing Loan Agreement"), pursuant to which the Handy Lenders have provided certain financial accommodations to the Handy Borrowers;

WHEREAS, as security for the obligations of the Handy Borrowers under the Existing Loan Agreement, Debtor and the Series E Trust, for the benefit of the Handy Lenders, have entered into the Patent Collateral Assignment and Security Agreement, dated March 31, 2004 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on April 16, 2004 at Reel/Frame 014523/0345 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Patent Security Agreement"), pursuant to which Debtor has, among other things, granted to the Series E Trust, for the benefit of the Handy Lenders, a security interest in all present and future Patents and Patent applications of Debtor, together with certain related assets, and has agreed to execute and deliver to the Series E Trust all agreements and documents as requested by the Series E Trust to evidence the security interests of the Series E Trust, for the benefit of the Handy Lenders, therein;

WHEREAS, the Series E Trust has agreed to allow the Handy Borrowers to make a cash payment, which shall be applied to reduce the amount of obligations under the Existing Loan Agreement (the "Existing Obligations"), and exchange the remainder of the Existing Obligations for (i) 10% subordinated secured notes due 2017 to be issued by Parent pursuant to the Indenture and (ii) warrants to purchase shares of the common stock of WHX Corporation, which subordinated notes shall represent the amended, restated

and continuing obligations of the Handy Borrowers as of and from the date of the Existing Loan Agreement and shall be secured by a continuing lien and security interest in the collateral securing the Existing Obligations as of and from the date of the Existing Loan Agreement;

WHEREAS, in furtherance of such exchange, the Series E Trust desires to assign to Wells Fargo, and Wells Fargo desires to assume, the Patent Security Agreement;

WHEREAS, Debtor has certain additional Patents and/or Patent applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement; and

WHEREAS, Debtor, the Series E Trust and Wells Fargo now wish to amend the Patent Security Agreement to assign the Patent Security Agreement to Wells Fargo and to include such additional Patents and Patent applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor, the Series E Trust and Secured Party hereby agree as follows:

1. Assignment of Patent Security Agreement. The Series E Trust hereby assigns to Wells Fargo all of the Series E Trust's right, title and interest in, to and under the Patent Security Agreement and Wells Fargo hereby accepts such assignment and assumes all of the right, title and interest of the Series E Trust under the Patent Security Agreement, as the secured party thereunder (in such capacity, the "Secured Party"). As of the date hereof, all references to the "Secured Party" in the Patent Security Agreement shall be deemed to refer to Wells Fargo.

2. Amendment to Patent Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Patent Security Agreement, Exhibit A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and Patent applications described in Exhibit A attached hereto (such Patents and Patent applications described on Exhibit A hereto being referred to herein as the "Additional Patents").

(b) All references to the term "Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patents and the other assets described in Section 3 of this Amendment.

(c) All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Patent Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to the Additional Patents, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Patents, and all reissues, divisions, continuations, extensions and renewals thereof; (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the

right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Patents.

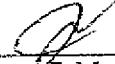
4. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patents and the other Collateral set forth in Section 3 of the Patent Security Agreement shall apply to the Additional Patents and other assets described in Section 3 of this Amendment.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Indenture, the term or provision of the Indenture shall control.

6. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

LUCAS MILHAUPT, INC.

By:   
Name: James F. McCabe, Jr.  
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST –  
SERIES E

By: STEEL PARTNERS II GP LLC, as  
Liquidating Trustee

By: \_\_\_\_\_  
Name: Sanford Antignas  
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

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

[Amendment No. 1 to Patent Agreement  
(Lucas)]

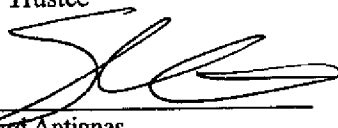
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

LUCAS MILHAUPT, INC.

By: \_\_\_\_\_  
Name: James F. McCabe, Jr.  
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST -  
SERIES E

By: STEEL PARTNERS II GP LLC, as  
Liquidating Trustee

By:   
Name: Sanford Antignas  
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

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

[Amendment No. 1 to Patent Agreement  
(Lucas)]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

LUCAS MILHAUPT, INC.

By: \_\_\_\_\_  
Name: James F. McCabe, Jr.  
Title: Senior Vice President

STEEL PARTNERS II LIQUIDATING TRUST –  
SERIES E

By: STEEL PARTNERS II GP LLC, as  
Liquidating Trustee

By: \_\_\_\_\_  
Name: Sanford Antignas  
Title: Chief Operating Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

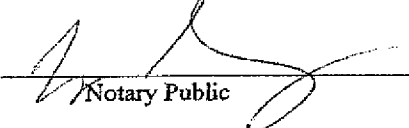
By: Raymond Delli Colli  
Name: \_\_\_\_\_  
Title: Raymond Delli Colli  
Vice President

[Amendment No. 1 to Patent Agreement  
(Lucas)]



STATE OF New York )  
 ) ss.:  
COUNTY New York )

On this 14<sup>th</sup> day of October, 2010, before me personally came James E. McCabe, Jr., to me known, who being duly sworn, did depose and say, that he is the SVP of LUCAS-MILHAUPT, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

JASON SALTSBERG  
Notary Public, State of New York  
No. 01SA6029583  
Qualified in Nassau County  
Commission Expires August 23, 20 13

[Amendment No. 1 to Patent Agreement  
(Lucas)]

STATE OF New York )  
 ) ss.:  
COUNTY New York )

On this 1<sup>st</sup> day of October, 2010, before me personally came Sanford Antignas, to me known, who, being duly sworn, did depose and say, that he is the Chief Operating Officer of Steel Partners II GP LLC, the liquidating trustee of THE STEEL PARTNERS II LIQUIDATING SERIES TRUST - SERIES E, the party described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors or similar governing body of said party.

  
\_\_\_\_\_  
Notary Public

NGOC DUNG NGUYEN  
Notary Public State of New York  
No. 01NG6060216  
Qualified in Queens County  
Commission Expires June 18, 2011

[Amendment No. 1 to Patent Agreement  
(Lucas)]

STATE OF

)  
) ss.:  
)

COUNTY

On this 15<sup>th</sup> day of October, 2010, before me personally came Raymond Dell Loli, to me known, who, being duly sworn, did depose and say, that he is a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the party described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors or similar governing body of said party.

Karen Katlan

Notary Public

KAREN KATLAN  
NOTARY PUBLIC, State of New York  
No. 01KA4994374  
Qualified in Nassau County  
Commission Expires April 8, 2014

[Amendment No. 1 to Patent Agreement  
(Lucas)]

EXHIBIT A  
TO  
AMENDMENT NO. 1 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF PATENTS AND PATENT APPLICATIONS

REGISTERED PATENTS

Patent Description	Patent Number	Registration Date	Expiration Date	Patent Application	Application/Serial Number	Application Date
Flux Cored Preforms for Brazing (formerly Seam Arrangement for Metal Alloy Fillers used in Brazing)- USA	6830632	12/14/04	7/24/22		10/202,148	07/24/02
Low and Non-Silver Filler Metals and Alloys and Corresponding Joinder Systems and Methods	Pending	Pending	Pending		07/025309	12/11/07
Flux Cored Preforms for Brazing - USA					11/639,356	12/14/06
Sprayable Liquid Flux for Joining High Chromium Steels by High Speed Welding - USA	Expired	Expired	Expired		60/941,884	6/4/07
Brazing Material - PCT	Pending	Pending	Pending		08/064871	5/27/08
Brazing Material Containing a Flux - USA	Pending	Pending	Pending		12/324,410	11/26/08
Brazing Material with Flux - USA	Pending	Pending	Awaiting notice of Abandonment		11/558,400	11/9/06
Low Silver, Low Nickel Brazing Material - USA	Pending	Pending	Pending		61/254,864	10/26/09
Brazing Material with Flux - China	Pending	Pending	Pending		06/80050260.3	7/2/08
Brazing Material with Flux - Mexico	Pending	Pending	Pending		MX/a/2008.006132	5/9/08
Brazing Material with Flux - India	Pending	Pending	Pending		2285/KOLNP/8	6/9/08
Brazing Material with Flux - EPO	Pending	Pending	Pending		06837365.3	5/13/08
Flux Cored Preforms for Brazing - USA	Pending	Pending	Pending		12/834,506	7/12/10
Brazing Material with Continuous Length Layer of Elastomer Containing a Flux - HK	Pending	Pending	Pending		09100360.3	

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[Amendment No. 1 to Patent Agreement  
(Lucas)]

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**PATENT**  
**REEL: 045040 FRAME: 0470**

Low and Non-Silver Filler Metals and Alloys and Corresponding Joinder Systems and Methods - EPO		Pending	Pending		07862760.1	6/11/09
Low and Non-Silver Filler Metals and Alloys and Corresponding Joinder Systems and Methods - China	Pending	Pending	Pending		07/80050787.0	7/31/09
A System and Method of Brazing Using Non-Silver Metals - USA	Pending	Pending	Pending		12/523,112	7/14/09
Low and Non-Silver Metals and Alloys and Corresponding Joinder Systems and Methods - Korea	Pending	Pending	Pending		08/7013946	
Brazing Material - USA	Pending	Pending	Pending		12/602,053	11/25/09
Brazing Material - Canada	Pending	Pending	Pending		2,688,325	11/25/09
Flux Cored Brazing Composition - USA	5781846	7/14/98	2/25/13		08/511,790	8/7/95
Silver Brazing Flux - USA					60/141,164	6/25/93
Silver Brazing Flux - USA	6277210	8/21/01	6/24/20		09/603,317	6/24/00
Silver Brazing Flux and Method of Making - PCT	Pending	Pending	Pending		01/000366	
Method of Making a Flux, A Brazing Wire, and a Brazing Paste - USA	6395223	5/28/02	6/24/20		09/934,100	8/21/01
Silver Brazing Flux and Method of Making - EPO	1210204	2/15/06	6/24/20		00946855.4	6/24/00
Silver Brazing Flux and Method of Making - France	1210204	2/15/06	6/24/20		00946855.4	6/24/00
Silver Brazing Flux and Method of Making - UK	1210204	2/15/06	6/24/20		00946855.4	6/24/00

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[Amendment No. 1 to Patent Agreement  
(Lucas)]

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**PATENT**  
**REEL: 045040 FRAME: 0471**

EXHIBIT B  
TO  
AMENDMENT NO. 1 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.

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[Amendment No. 1 to Patent Agreement  
(Lucas)]