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J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

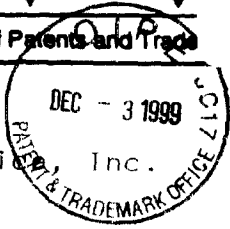


101218058

Documents or copy thereof.

1. Name of conveying party(ies):

International Mill Service, Inc.



- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 16, 1999

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 40 East 52nd Street

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

* If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,237,679; 1,237,680; 1,237,681;
1,240,588; 1,659,767

Additional numbers attached? Yes No

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

Name: Sita Ramnarace

Internal Address: Kaye, Scholer, Fierman,
Hays, & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sita Ramnarace

Name of Person Signing

Signature

11/16/99

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001997 FRAME: 0016

12/09/99 T10113 0000000 123767 01 FC:41 02 FC:42

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, International Mill Service, Inc., a Pennsylvania corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Bank of America, N.A., a national banking association, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") under that certain Loan and Security Agreement dated as of the date hereof, among Assignor, IMS Alabama, Inc., the Lenders and the Assignee (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement") and for itself as Agent thereunder, and Assignor is a party to a Trademarks, Copyrights and Patents - Collateral Assignment, Security Agreement and Mortgage, dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, lien on, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all formulae, know-how and related items necessary and appropriate so as to afford to the Secured Party the practical benefits of the assignment and security interest in the Trademarks created hereby, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, lien on, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in, lien on, and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 East 52nd Street, New York, N.Y.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 16th day of November, 1999.

INTERNATIONAL MILL SERVICE, INC.

By: 
Name: JOHN C. HEENAN
Title: SENIOR VICE PRESIDENT | C.F.O.

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
INTERNATIONAL MILL SERVICE	Reg. No. 1,237,679	May 10, 1983
IMS and Design	Reg. No. 1,237,680	May 10, 1983
IMS	Reg. No. 1,237,681	May 10, 1983
Arrow Design	Reg. No. 1,240,588	May 31, 1983
WAYLITE (Stylized)	Reg. No. 1,659,767	October 8, 1991

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT International Mill Service, Inc., a Pennsylvania corporation with its principal office at 1155 Business Center Drive, Horsham, PA 19044-3454 (hereinafter called "Assignor"), hereby appoints and constitutes Bank of America, N.A., a national banking association, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") under that certain Loan and Security Agreement, dated as of the date hereof, among the Assignor, IMS Alabama, Inc., the Lenders and the Assignee (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement") and for itself as Agent thereunder, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in

and to any copyrights, and all registrations, recordings, and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments or assignment or other papers necessary or advisable to effect such purpose; and


4. To execute any and all forms, documents, instruments, statements, certificates or other papers, and to do any and all other acts necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Trademarks, Copyrights and Patents - Collateral Assignment, Security Agreement and Mortgage, dated the date hereof, among, *inter alia*, Assignor and Assignee and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement and Mortgage.

Dated: November 16, 1999

[Corporate Seal]

INTERNATIONAL MILL SERVICE, INC.

By: 

Name: J. C. Heenan

Title: Secretary Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16th day of November, 1999, before me personally appeared John L. Heenan, to me known, who, being by me duly sworn, did depose and say that he resides at 138 Highspire Ct., Richboro, PA and that he is the CFO of International Mill Service, Inc., a Pennsylvania corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Arturo A. Molina
Notary Public

ARTURO A. MOLINA
Notary Public, State of New York
No. 01MO6026489
Qualified in Queens County
Commission Expires June 14, 2001