

04-20-2001



101680958

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Metals Aerospace International, Inc.

MRD
4-6-01

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- 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: March 12, 2001

2. Name and address of receiving party(ies):

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State: Texas ZIP: 75202

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/763,227
75/763,226

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed \$65.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447
(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.

Andre M. Szuwalski
Name of Person Signing

Signature

3/20/01

Date

Total number of pages comprising cover sheet: 1

04/19/2001 101680958 00000089 75763227

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Dallas2 764894 v 1, 46715.01215

TRADEMARK
REEL: 002275 FRAME: 0675

TRADEMARK SECURITY AGREEMENT

(Metals Aerospace International, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between METALS AEROSPACE INTERNATIONAL, INC., a Delaware corporation (the "Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Loan and Security Agreement described hereinbelow, and is executed pursuant to that certain Loan and Security Agreement dated as of March 12, 2001 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement") among the Debtor, each of the other Borrowers, the Lenders party thereto, and the Secured Party (all capitalized terms used herein shall have the respective meanings therefor as specified in the Loan and Security Agreement unless otherwise defined in this Agreement).

Recitals:

A. Pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned

or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

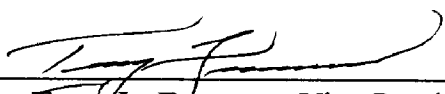
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan and Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12th day of March, 2001.

DEBTOR:

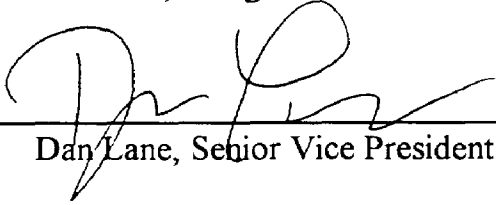
METALS AEROSPACE INTERNATIONAL,
INC.

By: 
Terry L. Freeman, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL
ASSOCIATION, as Agent

By:

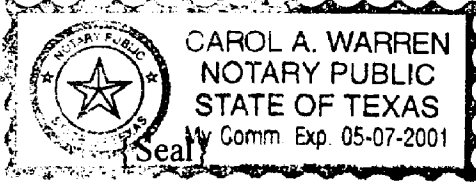


Dan Lane, Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 12th day of March, 2001, by Terry L. Freeman, as Vice President of Metals Aerospace International, Inc., a Delaware corporation, on behalf of such corporation.



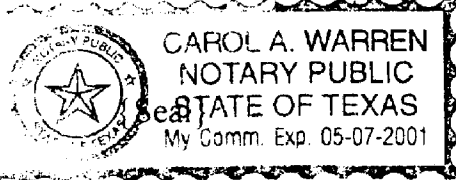
Carol A. Warren

Notary Public in and for the State of Texas

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 12th day of March, 2001, by Dan Lane, as Senior Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association.



Carol A. Warren

Notary Public in and for the State of Texas

My commission expires: _____

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/Registration Date	Goods
Metals Aerospace International, Inc.	United States of America	METALS AEROSPACE INTERNATIONAL LOGO	75/763,227	7/29/99	Non-precious metals and their alloys sold in sheets, plates, rods, bars, forgings, tubings and extrusions; non-precious metals and their alloys sold in bulk; metal processing services, namely custom manufacturing high-value components from process metals; cutting, shaping, pickling, kitting, shearing, trepanning, heat treating, milling, forging, machining, leveling, blanking, cambering, edge trimming and slitting metals.
Metals Aerospace International, Inc.	United States of America	METALS AEROSPACE INTERNATIONAL	75/763,226	7/29/99	Non-precious metals and their alloys sold in sheets, plates, rods, bars, forgings, tubings and extrusions; non-precious metals and their alloys sold in bulk; metal processing services, namely custom manufacturing high-value components from process metals; cutting, shaping, pickling, kitting, shearing, trepanning, heat treating, milling, forging, machining, leveling, blanking, cambering, edge trimming and slitting metals.

SCHEDULE 1

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RECORDED: 04/06/2001

TRADEMARK
REEL: 002275 FRAME: 0680