

Form PTO-1594  
(Rev. 03/01)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Crucible Materials Corporation

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

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

2. Name and address of receiving party(ies)  
 Name: PNC Bank, National Association,  
Internal as Agent for the Lenders  
 Address: \_\_\_\_\_  
249 Fifth Avenue, 6th Fl.,  
 Street Address: One PNC Plaza  
Pittsburgh State: PA Zip: 15222  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 16, 2002

4. Application number(s) or registration number(s):  
75/622695,  
75/861728, 75/861821, 75/924160  
75/924401, 75/924156, 75/924159,  
78/031248

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See attached Schedule "A"

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: D. Craig Russell, III  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Thorp Reed & Armstrong, LLP  
301 Grant St., One Oxford Ctr., 14th Fl.  
Pittsburgh State: PA Zip: 15219  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 65

7. Total fee (37 CFR 3.41).....\$ 1,640.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: The Commissioner is hereby authorized to charge filing fees 20-0888 or credit overpayment to this deposit account.

(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.*

Chiara F. Orsini, Esq.                      Chiara F. Orsini                      10-15-02  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK

**Crucible Materials Corporation**  
**U. S. Trademarks and Trademark Applications**  
**As of August 9, 2002**

Case No.	TM	Class	Registration No.	Expiration Date
054	AIRDI	6	266847	Renewal Pending
055	AIRKOOL	6	1054953	12/28/06
060-A	CPM	6	969497	10/02/03
060-B	CPM	7	1274788	4/24/04
062	CPM 10V	6	1119099	5/29/09
063	CPM REX 76	6	1043948	7/20/06
064	SEA-CURE	6	1116551	4/17/09
068	CSM	14	763767	1/28/04
075	HALCOMB	6	851751	7/2/08
076	HALGRAPH	6	671402	12/23/08
078	HYCC **	6	237489	1/10/08
081	KETOS	6	93847	10/21/03
085	MAXEL	6	715288	5/16/11
086-A	MAXTILL	6	743262	1/8/03
086-B	MAXTILL	7	743356	1/8/03
087	NU-DIE	6	586445	3/9/04
088	REX	7	671150	12/16/08
089	REX M-2	6	412029	2/13/05
091	REX-TMO**	6	340813	11/24/06
092	REX 49	8	763448	1/21/04
093	REX 95	6	961267	6/19/03
097	SANDERSON**	6	851750	7/2/08
102	TRENTWELD	6	435444	12/30/07
152	CRUCIBLE	6	776052	9/1/04
159	SUPER-X**	6	1444857	6/30/07
168	CM LOGO	6	1483033	4/5/08
193	CRU-ROL	6	1489019	5/24/08
314	CPM 15V	6	1889146	4/11/05
368	TRENT 10MAX	6	1938856	11/28/05
373	CRUCIBLE	9	2002371	9/24/06
383	VIM CRU	6	2274699	8/31/09
395	WHO DARES WINS	41	2075145	7/1/07
396	QUALITY ON TIME**	6	2094261	9/9/07
397	TOOL STEEL PROS	42	2037169	2/11/07

\*\* Future payments will not be made

**Crucible Materials Corporation**  
**U. S. Trademarks and Trademark Applications**  
**As of August 9, 2002**  
**(Continued)**

Case No.	TM	Class	Registration No.	Expiration Date
402	SANI-FLOW	6	2280582	9/28/09
412	CRU-WEAR	6	2054997	4/22/07
413	420V	6	2278657	9/21/09
414	440V	6	2370440	7/25/10
415	15V	6	2108470	10/28/07
416	10V	6	2108464	10/28/07
417	9V	6	2113562	11/18/07
418	10MAX	6	2377886	8/15/10
421	REX 76	6	2174207	7/21/08
429	READI-BLANK	6	2360117	6/20/10
438	3V	6	2239384	4/13/09
444	OUR REPUTATION IS STAINLESS	6	2196440	10/13/08
467	15MAX	6	2385953	9/12/10
482	REX 121	6	2433895	3/6/11
484	REX 20	6	2370145	7/25/10
489	CRU-CLAD	6	2320873	2/22/10
493	REX 45	6	2370144	7/25/10
494	REX 54	6	2370143	7/25/10
495	76	6	2349641	5/16/10
522	VIM CRU 20	6	2458009	6/5/11
523	NU-DIE EZ	6	Pending	
539	1V	6	2456240	5/29/11
543	REX	6	2368797	7/18/10
550	TRENT TUBE	6	Pending	
555	TRENT TUBE & DESIGN	6	2505885	11/13/11
556	TRENT	6	Pending	
561	S30V	6	Pending	
562	S125V	6	Pending	
563	S90V	6	Pending	
564	S60V	6	Pending	

**Crucible Materials Corporation**  
**U. S. Trademarks and Trademark Applications**  
**As of August 9, 2002**  
**(Continued)**

<b>Case No.</b>	<b>TM</b>	<b>Class</b>	<b>Registration No.</b>	<b>Expiration Date</b>
573	SEEMINGLY SEAMLESS	6	Pending	

**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, Crucible Materials Corporation, a Delaware corporation (the "Assignor", has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain Revolving Credit and Security Agreement, dated of even date herewith, by and among the Assignor, Crusteel Limited, a corporation organized under the laws of the United Kingdom ("Crusteel") (Crucible and Crusteel are collectively, the "Borrowers"), PNC Bank, National Association ("PNC"), the other financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and PNC, as agent for Lenders (PNC, in such capacity, the "the Assignee") (as amended, modified or supplemented from time to time, the "Loan Agreement"), the Borrowers are obligated to the Assignee, and the Assignor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee (for itself and for the benefit of the Lenders), and granted to the Assignee (for itself and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of the Assignor in and to the Trademarks, together with all the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby further assign unto the Assignee (for itself and for the benefit of the Lenders) and grant to the Assignee (for itself and for the benefit of the Lenders) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee (for itself and for the benefit of the Lenders) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

The Assignee's address is 249 Fifth Avenue, 6<sup>th</sup> Floor, One PNC Plaza, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed to be effective on the 16<sup>th</sup> day of August, 2002.

Crucible Materials Corporation

[Corporate Seal]

By: David W. Robbins (SEAL)  
Name: David W. Robbins  
Title: Vice President of Finance & Treasurer

**Schedule A**