

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citation Corporation		05/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A. as Collateral Agent		
Street Address:	270 Park Avenue		
City:	NEW YORK CITY		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736617	CITATION	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Thomson & Thomson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		
Signature:	/CHRISTINE WILSON/		
Date:	05/25/2005		

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Total Attachments: 5

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**TRADEMARK
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**TERM LENDERS
TRADEMARK SECURITY AGREEMENT**

This Term Lenders Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated May 23, 2005 is made by the Citation Corporation, a Delaware corporation (the "**Grantor**"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the "**Collateral Agent**") for the Term Lender (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of May 23, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Collateral Agent (in such capacity and as Issuing Bank and Administrative Agent, each as defined in the Credit Agreement) the Lenders party thereto.

WHEREAS, as a condition precedent to the extension of credit by the Term Lenders under the Credit Agreement, the Grantor has executed and delivered that certain Term Lenders Security Agreement dated May 23, 2005 made by the Grantor and certain of its subsidiaries to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Credit Agreement or the Term Lenders Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Term Lenders Security Agreement.

WHEREAS, under the terms of the Term Lenders Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Term Lenders Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

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

Section 1. *Grant of Security.* The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) 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 foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, 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.

Section 2. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by each Grantor under this Term Lenders Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. *Execution in Counterparts.* This Term Lenders Trademark 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 5. *Grants, Rights and Remedies.* This Term Lenders Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Term Lenders Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Term
Lenders Trademark Security Agreement to be duly executed and delivered by its
officer thereunto duly authorized as of the date first above written.

CITATION CORPORATION

By: 

Name:

Title:

**JPMORGAN CHASE BANK, N.A., as
Collateral Agent**

By: 

Name: **JOHN P. McDONAGH**
Title: **MANAGING DIRECTOR**

**Schedule A
to Term Lenders
Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK
APPLICATIONS**

"CITATION", registered July 15, 2003, number 2,736,617.

(NY) 27011/071/SECURITY.DOCS/term.trademark.security.agt.doc