

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METAL SERVICES HOLDCO LLC		01/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
METAL SERVICES MERGER SUB CORP.		01/25/2007	CORPORATION: DELAWARE
TUBE CITY IMS CORPORATION		01/25/2007	CORPORATION: DELAWARE
INTERNATIONAL MILL SERVICE, INC.		01/25/2007	CORPORATION: PENNSYLVANIA
TUBE CITY, LLC		01/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc., as Collateral Agent
Street Address:	11 West 42nd Street, 13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2331349	TUBE CITY, LLC WE CREATE VALUE
Registration Number:	2519120	
Registration Number:	3177518	GENBLEND
Registration Number:	3044883	SCRAP OPTIMI\$ER
Registration Number:	3069902	TUBE CITY
Registration Number:	3174600	TUBE CITY
Registration Number:	1237679	INTERNATIONAL MILL SERVICE
Registration Number:	1237680	IMS

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Registration Number:	1237681	IMS
Registration Number:	2836195	IMS
Registration Number:	2152516	ENVIROSOURCE
Registration Number:	2265657	WE'VE GOT YOU COVERED
Registration Number:	2300616	ENVIROSOURCE TECHNOLOGIES
Registration Number:	1659767	WAYLITE
Serial Number:	78607285	
Serial Number:	78607281	TUBE CITY IMS
Serial Number:	78607080	TUBE CITY IMS
Serial Number:	78859257	WE CREATE VALUE
Serial Number:	78948659	SCRAP OPTIMISER
Serial Number:	78974830	THE EVOLUTION OF VALUE

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	378245
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/20/2007

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT dated as of January 25, 2007 (this "Agreement"), among Metal Services Holdco LLC ("Holdings"), Metal Services Merger Sub Corp. ("Merger Sub" and, prior to the merger, the "Borrower"), Tube City IMS Corporation ("Tube City" and, after the merger, the "Borrower") the subsidiaries of Tube City parties hereto and The CIT Group/Business Credit Inc., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Pledge and Security Agreement (ABL) dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Lenders party thereto, the Subsidiary Parties, the Collateral Agent and the Administrative Agent and (b) the Credit Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto, Credit Suisse, as administrative agent and The CIT Group/Business Credit Inc., as collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.1 and 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and

future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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 herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METAL SERVICES HOLDCO LLC

By: Metal Services Acquisition Corp., its
managing member

By



Name: Timothy A.R. Duncanson
Title: President and Secretary

METAL SERVICES MERGER SUB CORP.

By



Name: Timothy A.R. Duncanson
Title: President and Secretary

TUBE CITY IMS CORPORATION

By

Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

INTERNATIONAL MILL SERVICE, INC.

By

Name: Leon Z. Heller
Title: Senior Vice President,
Secretary and General
Counsel

TUBE CITY, LLC

By

Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

Trademark Security Agreement (ABL)

TRADEMARK
REEL: 003484 FRAME: 0079

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METAL SERVICES HOLDCO LLC

By: Metal Services Acquisition Corp., its
managing member

By

Name: Timothy A.R. Duncanson
Title: President and Secretary

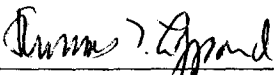
METAL SERVICES MERGER SUB CORP.

By

Name: Timothy A.R. Duncanson
Title: President and Secretary

TUBE CITY IMS CORPORATION

By



Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

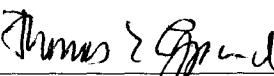
INTERNATIONAL MILL SERVICE, INC.

By

Name: Leon Z. Heller
Title: Senior Vice President,
Secretary and General
Counsel

TUBE CITY, LLC

By



Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

Trademark Security Agreement (ABL)

TRADEMARK
REEL: 003484 FRAME: 0080

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METAL SERVICES HOLDCO LLC

By: Metal Services Acquisition Corp., its
managing member

By

Name: Timothy A.R. Duncanson
Title: President and Secretary

METAL SERVICES MERGER SUB CORP.

By

Name: Timothy A.R. Duncanson
Title: President and Secretary

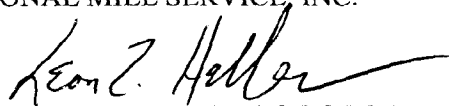
TUBE CITY IMS CORPORATION

By

Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

INTERNATIONAL MILL SERVICE, INC.

By



Name: Leon Z. Heller
Title: Senior Vice President,
Secretary and General
Counsel

TUBE CITY, LLC

By

Name: Thomas E. Lippard
Title: Executive Vice President,
Secretary and General
Counsel

Trademark Security Agreement (ABL)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE CIT GROUP/BUSINESS CREDIT
INC., as Collateral Agent

by



Name:

Title:

ANTHONY LAVINIO
Vice President

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Tube City, LLC	<p><u>TUBE CITY, LLC WE CREATE VALUE & Design</u></p> <p>Registration No. 2,331,349 in International Classes 40 and 36. The extension period to file the Affidavit of Continued Use expired September 21, 2006. Affidavit was not filed pursuant to client's instructions of January, 2006, to let the mark lapse. Waiting for Notice of Abandonment.</p>	2,331,349	03/21/2010
Tube City, LLC	<p><u>DESIGN OF A SPIRAL</u></p> <p>Registration No. 2,519,120 in International Classes 36 and 40. (Term is for 10 years, provided that the Affidavit of Continued Use is filed by December 18, 2007, otherwise registration will be cancelled automatically; the registration may be renewed for additional 10-year terms).</p>	2,519,120	12/18/2011
Tube City, LLC	<p><u>GENBLEND</u></p> <p>Registration No.3,177,518 in International Class 9.</p> <p>(Term is for 10 years from registration date, provided that the Affidavit of Continued Use is filed by November 28, 2012, otherwise registration will be cancelled automatically; the registration may be renewed for additional 10-year terms).</p>	3,177,518	11/28/2016
Tube City, LLC	<p><u>SCRAP OPTIMISER & Design</u></p> <p>Registration No. 3,044,883 for the mark in International Class 9 acquired from Scrap Optimiser Associates, on June 1, 2004. (Term is for 10 years, provided that the Affidavit of Continued Use is due January 17, 2012, otherwise registration will be cancelled automatically; the registration may be renewed for additional 10-year terms).</p>	3,044,883	01/17/2016
Tube City, LLC	<p><u>TUBE CITY</u></p> <p>Registration No. 3,069,902 in International Classes 35, 36, 37, 39 and 40. (Term is for 10 years,</p>	3,069,902	03/21/2016

	provided that the Affidavit of Continued Use is due March 21, 2012; otherwise registration will be cancelled automatically; the registration may be renewed for additional 10-year terms).		
Tube City, LLC	<u>TUBE CITY</u> Registration No. 3,174,600 in International Class 9. (Term is for 10 years from registration date, provided that the Affidavit of Continued Use is filed by November 21, 2012, otherwise registration will be cancelled automatically; the registration may be renewed for additional 10-year terms).	3,174,600	11/21/2016
International Mill Service, Inc.	<u>INTERNATIONAL MILL SERVICE (Block Letters)</u> Owner is International Mill Service, Inc.	1,237,679	05/10/2013
International Mill Service, Inc.	<u>IMS and Design</u> Owner is International Mill Service, Inc.	1,237,680	05/10/2013
International Mill Service, Inc.	<u>IMS (Block Letters)</u> Owner is International Mill Service, Inc.	1,237,681	05/10/2013
International Mill Service, Inc.	<u>IMS (New Design)</u> Owner is International Mill Service, Inc. Affidavit of Use is due 4/27/2010.	2,836,195	04/27/2014
Tube City IMS Corporation	Envirosource Owner is Tube City IMS Corporation as evidenced by change of name recorded in the U.S. Patent & Trademark Office at Reel/Frame 003450/0325 on December 22, 2006.	2,152,516	04/21/2008
Tube City IMS Corporation	We've Got You Covered	2,265,657	04/29/2006
Tube City IMS Corporation	Envirosource Technologies	2,300,616	09/16/2006
International Mill Service, Inc.	WAYLITE	1,659,767	07/20/2002

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Tube City IMS Corporation	<p><u>MISCELLANEOUS DESIGN</u> (Tube City IMS logo)</p> <p>The Notice of Allowance issued on 12/05/2006. A Statement of Use, or the first Extension to file a Statement of Use is due by 06/05/2007. A total of five Extension Requests may be filed every six months with the final due date of 12/05/2009 to file the Statement of Use.</p>	78/607,285	04/12/2005
Tube City IMS Corporation	<p><u>TUBE CITY IMS and Design</u></p> <p>The Notice of Allowance issued on 12/05/2006. A Statement of Use, or the first Extension to file a Statement of Use is due by 06/05/2007. A total of five Extension Requests may be filed every six months with the final due date of 12/05/2009 to file the Statement of Use.</p>	78/607,281	04/12/2005
Tube City IMS Corporation	<p><u>TUBE CITY IMS</u></p> <p>The Notice of Allowance issued on 12/05/2006. A Statement of Use, or the first Extension to file a Statement of Use is due by 06/05/2007. A total of five Extension Requests may be filed every six months with the final due date of 12/05/2009 to file the Statement of Use.</p>	78/607,080	04/12/2005
Tube City IMS Corporation	<p><u>WE CREATE VALUE</u></p> <p>Application is pending. A Response to an Office Action is due by 04/03/2007.</p>	78/859,257	04/11/2006
Tube City IMS Corporation	<p><u>SCRAP OPTIMISER (Block Letters)</u></p> <p><u>Application No. 78/948,659 in International Classes 9 and 35 was filed 08/09/2006 and is pending.</u></p>	78/948,659	08/09/2006
Tube City IMS Corporation	<p><u>EVOLUTION OF VALUE</u></p> <p><u>Application was filed 09/14/2006 and is pending.</u></p>	78/974,830	09/14/2006

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>

[[2670601]]