

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arnco Corporation		03/26/2007	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1113454	ARNCO
Registration Number:	2374763	ARNCO
Registration Number:	2636477	ARNCO
Registration Number:	1107787	
Registration Number:	2488967	BULL-LINE
Registration Number:	1444121	FIBER-GUARD
Registration Number:	3169479	FLEX-COR
Registration Number:	1270508	HYDRALUBE BLUE
Registration Number:	1747101	SMOOTH-COR
Registration Number:	1444122	ZIPP-GUIDE

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.123
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/27/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 26, 2007, by ARNCO CORPORATION, an Ohio corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 22, 2007 by and among Grantor, certain affiliates of Grantor from time to time party thereto, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder to that certain Guarantee and Collateral Agreement dated as of March 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including pursuant to that certain Joinder to Guarantee and Collateral Agreement dated as of even date herewith, executed and delivered by Grantor, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ARNCO CORPORATION**

By Paresh Chari  
Name Paresh Chari  
Title President and CEO

**ACCEPTED AND ACKNOWLEDGED BY:**

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

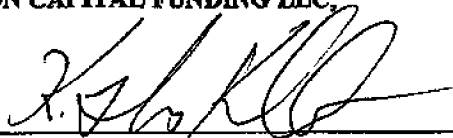
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ARNCO CORPORATION**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By  \_\_\_\_\_  
Name \_\_\_\_\_ Thomas Klimmeck  
Title \_\_\_\_\_ Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Description</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
Arnco Corporation	ARNCO	1113454	02/20/1979
Arnco Corporation	ARNCO	2374763	08/08/2000
Arnco Corporation	ARNCO & DESIGN	2636477	10/15/2002
Arnco Corporation	ARNCO - DESIGN ONLY	1107787	12/05/1978
Arnco Corporation	BULL-LINE	2488967	09/11/2001
Arnco Corporation	FIBER GUARD	1444121	06/23/1987
Arnco Corporation	FLEX-COR	3169479	11/07/2006
Arnco Corporation	HYDRALUBE BLUE	1270508	3/20/1984
Arnco Corporation	SMOOTH-COR	1747101	01/19/1993
Arnco Corporation	ZIPP-GUIDE	1444122	06/23/1987

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Description</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>
Arnco Corporation	BULLET-LINE	78/971377	09/11/2006

**TRADEMARK LICENSES**

1. Settlement and License Agreement dated April 15, 1998 by and between Arnco Corporation and Lamson & Sessions Company.
2. Technology License Agreement dated January 1, 2001 by and between Arnco Corporation and Arnco de Mexico S.A. de C.V., as amended by January 1, 2001 Amendment to Technology License Agreement and Amendment Agreement dated January 1, 2004.