

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbus Steel Castings Company		06/23/2008	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0111447	B
Registration Number:	0523599	B
Registration Number:	2297263	B85
Registration Number:	2861101	C
Registration Number:	2990038	COLUMBUS STEEL CASTINGS
Registration Number:	0876898	ELASTO-CUSHION
Registration Number:	1660741	G
Registration Number:	0311490	G
Registration Number:	2484249	XC-R

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2215
 Email: john.garces@srz.com
 Correspondent Name: John Garces, Esq.

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Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0878
NAME OF SUBMITTER:	John Garces, Esq. (014951.0878)
Signature:	/kc for jg/
Date:	06/26/2008

Total Attachments: 3

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SECOND LIEN GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, COLUMBUS STEEL CASTINGS COMPANY, a Delaware corporation (the "Grantor"), holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June ___, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (excluding any U.S. trademark application filed on the basis of an intent to use the mark, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of _____, 20__.

COLUMBUS STEEL CASTINGS COMPANY

By: *[Signature]*
Name:
Title:

STATE OF _____

ss.:







COUNTY OF _____

On this ___ day of _____, 20__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

_____ [Notary Seal]

Second Lien Grant of Security - Trademarks

SCHEDULE A TO SECOND LIEN GRANT OF A SECURITY INTEREST -- TRADEMARKS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>(Application) or Registration No.</u>	<u>(Filing) or Registration Date</u>
Columbus Steel Castings Company	U.S.	B Design 	0,111,447	7/18/1916
Columbus Steel Castings Company	U.S.	B in a Circle 	0,523,599	4/4/1950
Columbus Steel Castings Company	U.S.	B85	2,297,263	12/7/1999
Columbus Steel Castings Company	U.S.	C Design 	2,861,101	7/6/2004
Columbus Steel Castings Company	U.S.	COLUMBUS STEEL CASTINGS 	2,990,038	8/30/2005
Columbus Steel Castings Company	U.S.	ELASTO-CUSHION	0,876,898	9/16/1969
Columbus Steel Castings Company	U.S.	G in Shield 	1,660,741	10/15/1991
Columbus Steel Castings Company	U.S.	G in Shield 	0,311,490	3/27/1934
Columbus Steel Castings Company	U.S.	XC-R	2,484,249	9/4/2001