

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

GBC Metals, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other: LLC

Citizenship (see guidelines) Delaware

Execution Date(s) August 18, 2010

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address: _____

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Citizenship _____

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)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Other Amendment No. 1 to Trademark Agreement to Trademark Security Agreement recorded on 11/21/07. Reel 3865 Frame 0622

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment information:

a. Credit Card

Last 4 Numbers 5603

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Mercedes Farnas
Signature

8/25/10
Date

Mercedes Farnas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **7**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP: \$365.00 77022428

Trademarks, Trademark Applications and Trademark Licenses

Mark Name	Registration No.	Registration Date	Country/Region	Serial No.	Filing Date	Owner	Status
1. BLUE DOT	3278690	8/14/2007	United States of America	77022428	10/17/2006	Chase Brass and Copper Company, LLC	Registered
2. CHASE	505789	1/18/1949	United States of America	71541916	11/21/1947	Chase Brass and Copper Company, LLC	Registered
3. COPPERBOND	1592731	4/24/1990	United States of America	73843729	2/9/1987	GBC Metals, LLC	Registered
4. COPPERBOND	393739	2/7/1992	Canada	588502	7/22/1987	GBC Metals, LLC	Registered
5. COPPERBOND	614754	12/30/1993	Italy	4431	12/12/1991	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
6. COPPERBOND	2305251	4/30/1991	Japan	8540687	7/28/1987	GBC Metals, LLC	Registered
7. COPPERBOND	1186443	12/8/1992	Germany	0130076WZ	8/7/1987	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
8. COPPERBOND	1991B1465	2/9/1994	Hong Kong	365487	2/9/1987	Global Metals, LLC	Registered
9. COPPERBOND	T8703559J	3/22/1991	Singapore	355987	2/8/1987	GBC Metals, LLC	Registered
10. COPPERBOND	400162936	11/22/1988	Korea, Republic of	14917	7/31/1987	GBC Metals, LLC	Registered
11. COPPERBOND	435321	7/7/1988	Benelux	59436	7/29/1987	GBC Metals, LLC	Registered
12. COPPERBOND	783124	6/1/1999	Italy	1987CO35294	8/5/1987	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
13. COPPERBOND	1480741	7/27/1987	France	868929	7/27/1987	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
14. COPPERBOND (IN KOREAN CHARACTERS)	400163001	11/22/1988	Korea, Republic of	20122	10/22/1987	GBC Metals, LLC	Registered
15. CUVERRO	3797470	6/1/2010	United States of America	77790483	7/27/2009	GBC Metals, LLC	Registered
16. CUVERRO & Design			United States of America	7784581B	10/9/2009	GBC Metals, LLC	Published
17. FASTRACK	387832	12/24/1991	Switzerland	108719912	2/15/1991	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered

18. FINEWELD 19. GREEN DOT	899524	9/29/1970	United States of America United States of America	72/350604 77/022452	2/5/1970 10/17/2006	Corporation GBC Metals, LLC Chase Brass and Copper Company, LLC	Registered Published
20. MISCELLANEOUS 3482927 DESIGN (BLUE DOT)		8/12/2008	United States of America	77/022442	10/17/2006	Chase Brass and Copper Company, LLC	Registered
21. MISCELLANEOUS 257679 DESIGN (CHASE BRASS LOGO)		6/18/1929	United States of America	71/272988	9/14/1928	Chase Brass and Copper Company, LLC	Registered
22. MISCELLANEOUS DESIGN (GREEN DOT)			United States of America	77/022467	10/17/2006	Chase Brass and Copper Company, LLC	Published
23. OLIN BRASS	599785	6/22/1981	Chile	377767	12/29/1980	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
24. OLIN BRASS	243512	12/26/2001	Paraguay	22370	9/5/2001	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
25. OLIN BRASS	59083	6/11/1981	Bolivia	39515	12/2/1980	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
26. OLIN BRASS	1842764	9/5/2001	Argentina	2182705	10/23/1998	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
27. OLIN BRASS	246940	5/17/2002	Paraguay	1445	1/31/2002	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
28. POSIT-BOND	822255	1/17/1967	United States of America	72/235219	12/23/1965	GBC Metals, LLC	Registered
29. POSIT-BOND	352495	2/1/1967	Switzerland	752	2/1/1967	GBC Metals, LLC, as successor to registrant Olin Corporation	Registered
30. POSIT-BOND	TMA162968	5/23/1969	Canada	314767	7/16/1968	GBC Metals, LLC	Registered
31. S and Design	1790123	8/31/1993	United States of America	74/328284	11/4/1992	GBC Metals, LLC	Registered
32. SEMPERIA			United States of America	77/68628	6/26/2009	GBC Metals, LLC	Published
33. SOMERS THIN STRIP	940833	8/15/1972	United States of America	72/385234	3/2/1971	GBC Metals, LLC	Registered

Doc# US1-6155498.v5

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

AMENDMENT NO.1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of the 18th day of August, 2010, by and between GBC METALS, LLC, a Delaware limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party are parties to the Trademark Security Agreement, dated as November 19, 2007 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on November 21, 2007 at Reel/Frame 3665/0622 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Secured Party a security interest in all present and future Trademark Collateral of Grantor and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Grantor has certain additional trademark registrations and applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Grantor and Secured Party now wish to amend the Trademark Security Agreement to include such additional trademark registrations and applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the trademark registrations and applications described in Exhibit A attached hereto (such trademark registrations and applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to

include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a security interest in and a continuing lien on the following: (a) all of Grantor's right, title and interest, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located: (i) the Additional Trademarks; (ii) all rights and privileges arising under applicable law with respect to Grantor's use of the Additional Trademarks and all extensions, renewals, reissues, divisions, continuations, and continuations-in-part thereof; (iii) the right to sue for past, present and future infringement or dilution of any of the Additional Trademarks or for any injury to goodwill; (iv) goodwill (including any goodwill associated with any of the Additional Trademarks, or the license of any of the Additional Trademarks); and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

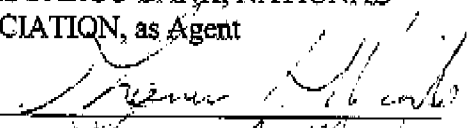
3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other form of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Thomas A. Martin
Title: Vice President

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

GBC METALS, LLC

By: *R Micchelli*
Name: Robert Micchelli
Title: Chief Financial Officer

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 18 day of August 2010 before me personally appeared Robert Micchelli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GBC Metals, LLC who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Christine Doornbos

"OFFICIAL SEAL"
CHRISTINE DOORNBOS
Notary Public, State of Illinois
My Commission Expires 02/24/11

[GBC Metals, LLC Signature Page to Supplemental Trademark Security Agreement]