

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CIT GROUP/BUSINESS CREDIT, INC., as Collateral Agent		12/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	METAL SERVICES HOLDCO LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	TUBE CITY IMS CORPORATION
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	CORPORATION: DELAWARE

Name:	TUBE CITY IMS, LLC
Street Address:	12 Monongahela Avenue
City:	Glassport
State/Country:	PENNSYLVANIA
Postal Code:	15045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3177518	GENBLEND
Registration Number:	3330959	

OP \$365.00 3177518

Registration Number:	3044883	SCRAP OPTIMISER
Registration Number:	3069902	TUBE CITY
Registration Number:	3174600	TUBE CITY
Registration Number:	3667845	TUBE CITY IMS
Registration Number:	3551849	TUBE CITY IMS
Registration Number:	3436025	WE CREATE VALUE
Registration Number:	3570124	SCRAP OPTIMISER
Registration Number:	3467982	SCRAP OPTIMISER
Registration Number:	3265220	THE EVOLUTION OF VALUE
Registration Number:	1237679	INTERNATIONAL MILL SERVICE
Registration Number:	1237680	IMS
Registration Number:	1237681	IMS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37597
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/20/2011

Total Attachments: 8
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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of December 15, 2011 (this "**Release**"), by THE CIT GROUP/BUSINESS CREDIT INC., as Collateral Agent (as defined below) in favor of Metal Services Holdco LLC, Tube City IMS Corporation (as successor-in-interest to Metal Services Merger Sub Corp.) and Tube City IMS, LLC (successor to International Mill Service, Inc. and Tube City, LLC). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the ABL Credit Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among METAL SERVICES HOLDCO LLC, a Delaware limited liability company ("**Holdings**"), TUBE CITY IMS CORPORATION (as successor-in-interest to Metal Services Merger Sub Corp.), a Delaware corporation (the "**Borrower**"), the subsidiaries of the Borrower from time to time party thereto, CREDIT SUISSE AG, as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders party to the Existing Credit Agreement referred to below, and THE CIT GROUP/BUSINESS CREDIT INC., as collateral agent (in such capacity, the "**Collateral Agent**"), (ii) the Pledge and Security Agreement dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Security Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower from time to time party thereto, the Collateral Agent and the Administrative Agent, and (iii) the Trademark Security Agreement dated as of January 25, 2007 (the "**Trademark Security Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto (collectively, the "**Grantors**") and the Collateral Agent (such documents set forth in clauses (ii) and (iii), the "**Collateral Agreements**").

B. Pursuant to the Collateral Agreements, among other things, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule I hereto (the "**Trademarks**"), which security interest was recorded with the United States Patent and Trademark Office on February 20, 2007 at Reel/Frame 003484/0075.

D. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Collateral Agreements.

Accordingly, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has, if any,

against the Trademarks and reassigns all right, title and interest it has in the Trademarks, together with the goodwill associated therewith, to the applicable Grantor. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral Agent's security interests in the Trademarks. Except as provided in the Collateral Agreements, the execution and delivery of this release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

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

By



Name:

Title:

Eddy L. Milstein
Vice President

Intellectual Property

Schedule I

I. TRADEMARKS

<u>File No.</u>	<u>Registered Owner</u>	<u>Regis. No./ Date</u>	<u>Mark/Status</u>	<u>Exp. Date</u> ¹
RE001487-000	Tube City IMS, LLC	3,177,518 11/28/2006	<u>GENBLEND</u> Application No. 76/622,364 in International Class 9. The Change of Name to Tube City IMS, LLC was recorded in the USPTO at Reel/Frame 003736/0596 on 3/11/2008.	11/28/2016
RE001488-000	Tube City IMS Corporation	3,330,959 11/06/2007	<u>MISCELLANEOUS DESIGN</u> (Tube City IMS logo) Registration No. 3,330,959 in International Classes 9, 35, 36, 37, 39 and 40.	11/06/2017
RE001489-000	Tube City IMS, LLC	3,044,883 01/17/2006	<u>SCRAP OPTIMISER & Design</u> Registration No. 3,044,883 for the mark in International Class 9 acquired from Scrap Optimiser Associates, on June 1, 2004. The Change of Name to Tube City IMS, LLC was recorded in the USPTO at Reel/Frame 003736/0596 on 3/11/2008.	01/17/2016
RE001490-000	Tube City IMS, LLC	3,069,902 03/21/2006	<u>TUBE CITY</u> Registration No. 3,069,902 in International Classes 35, 36, 37, 39 and 40. The Change of Name to Tube City IMS, LLC was recorded in the USPTO at Reel/Frame 003736/0596 on 3/11/2008.	03/21/2016

¹ U.S. Trademark Registrations have a term of 10 years from the date of registration that may be renewed for addition 10 year terms provided that the registration is maintained (including without limitation the filing of an Affidavit of Continued Use between the fifth and sixth anniversaries of the registration date) and the registrant continues the use of the mark.

<u>File No.</u>	<u>Registered Owner</u>	<u>Regis. No./ Date</u>	<u>Mark/Status</u>	<u>Exp. Date</u> 1
RE001491-000	Tube City IMS, LLC	3,174,600 11/21/2006	<u>TUBE CITY</u> Registration No. 3,174,600 in International Class 9. The Change of Name to Tube City IMS, LLC was recorded in the USPTO at Reel/Frame 003736/0596 on 3/11/2008.	11/21/2016
RE001492-000	Tube City IMS Corporation	3,667,845 08/11/2009	<u>TUBE CITY IMS and Design</u> Registration No. 3,667,845 in International Classes 9, 35, 36 and 40.	08/11/2019
RE001493-000	Tube City IMS Corporation	3,551,849 12/23/2008	<u>TUBE CITY IMS</u> Registration No. 3,551,849 in International Classes 9, 35, 36, 37, 39 and 40.	12/23/2018
RE001517-000	Tube City IMS Corporation	3,436,025 05/27/2008	<u>WE CREATE VALUE</u> Registration No. 3,436,025 in International Classes 9, 35, 36, 37, 39 and 40.	05/27/2018
RE001564-000	Tube City IMS Corporation	3,570,124 02/03/2009	<u>SCRAP OPTIMISER (Block Letters)</u> Term is for 10 years from registration date.	02/03/2019
RE001564-008	Tube City IMS, LLC	3,467,982 7/15/2008	<u>SCRAP OPTIMISER (Block Letters)</u> This application is for International Class 9, a divisional of 78/948,659. Change of name to Tube City IMS, LLC recorded at Reel/Frame 003736/0596 on 03/11/2008 in the USPTO. *Affidavit of Use due 07/15/2014.	07/15/2018
RE001574-000	Tube City IMS Corporation	3,265,220 07/17/2007	<u>EVOLUTION OF VALUE</u> Registration No. 3,265,220 in International Class 9.	07/17/2017
RE001686-000	Tube City IMS, LLC	1,237,679 05/10/1983	<u>INTERNATIONAL MILL SERVICE (Block Letters)</u> Change of name to Tube City IMS, LLC recorded in the USPTO at Reel/Frame 003740/0416 on 03/14/2008.	05/10/2013
RE001687-000	Tube City IMS, LLC	1,237,680 05/10/1983	<u>IMS and Design</u> Change of name to Tube City IMS, LLC recorded in the USPTO at Reel/Frame 003740/0416 on 03/14/2008.	05/10/2013

<u>File No.</u>	<u>Registered Owner</u>	<u>Regis. No./ Date</u>	<u>Mark/Status</u>	<u>Exp. Date</u> 1
RE001688-000	Tube City IMS, LLC	1,237,681 05/10/1983	<u>IMS (Block Letters)</u> Change of name to Tube City IMS, LLC recorded in the USPTO at Reel/Frame 003740/0416 on 03/14//2008.	05/10/2013