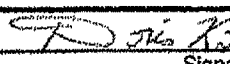


Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**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): Tube City IMS Corporation; Tube City IMS, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input checked="" type="checkbox"/> Other <u>Limited liability company - Delaware</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>JP Morgan Chase Bank, NA, as administrative agent</u> Internal Address: _____ Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10017-2014</u> <input type="checkbox"/> Association Citizenship <u>National Banking Association</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>NA</u> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>December 15, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) None B. Trademark Registration No.(s) <u>3,265,220 and additional numbers on attached Schedule A</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way</u> <u>Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>Michael.Violet@wolterskluwer.com</u>		6. Total number of applications and registrations involved: 14 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature: <u></u> _____ Signature _____ Name of Person Signing		_____ Date <u>January 13, 2012</u> _____ Deposit Account Number _____ Authorized User Name _____ Total number of pages including cover sheet, attachments, and document: 14	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$365.00 3551849

SCHEDULE A

Owner/Applicant: Tube City IMS Corporation

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REC#	STATUS	CLASSES
CREAMOS VALOR in Class 36							
MEXICO	RE001685-001	2/25/2008	45872	2/13/2009	51326	REGISTERED	36
CREAMOS VALOR in Class 39							
MEXICO	RE001685-003	2/25/2008	45874	10/24/2008	50078	REGISTERED	39
CREAMOS VALOR in Class 40							
MEXICO	RE001685-004	2/25/2008	45875	5/28/2008	47733	REGISTERED	40
DESIGN OF A SPIRAL							
SLOVAK REPUBLIC	RE001561-000	12/21/2001	3864-2001	5/13/2003	202742	REGISTERED	35,39,40 42
THE EVOLUTION OF VALUE							
BENELUX	RE001574-004	3/21/2007	1131687	6/7/2007	820286	REGISTERED	9
FRANCE	RE001574-003	3/28/2007	07/3.491.315	8/31/2007	07/3491315	REGISTERED	
SLOVAK REPUBLIC	RE001574-002	3/14/2007	0533-2007	11/9/2007	219771	REGISTERED	9
UNITED STATES	RE001574-000	9/14/2006	78/974,830	7/17/2007	3,265,220	REGISTERED	9
GENBLEND							
CHINA	RE001487-004	12/21/2007	6451651	3/28/2010	6451651	REGISTERED	9
EUROPEAN UNION	RE001487-003	3/22/2006	4973103	2/19/2007	4973103	REGISTERED	9,35
JAPAN	RE001487-012	10/20/2008	2008-84832	7/9/2010	5337483	REGISTERED	9,35
SLOVAK REPUBLIC	RE001487-001	5/25/2005	995-2005	7/14/2006	214 499	REGISTERED	9
GENBLEND (in Chinese characters)							
CHINA	RE001487-005	12/21/2007	6451648	3/28/2010	64561648	REGISTERED	9
GENBLEND (in Class 35)							
INDONESIA	RE001487-008	1/22/2008	J00.2008.002246	8/21/2009	IDM000215270	REGISTERED	35
GENBLEND (in Class 9)							

INDONESIA	RE001487-007	1/22/2008	D00.2008.002242	10/6/2009	IDM000220432	REGISTERED	9
GENBLEND in Class 35							
BRAZIL	RE001487-011	3/19/2008	829650261	9/8/2010	829650261	REGISTERED	35
MEXICO	RE001487-010	2/25/2008	916472	8/26/2009	1116984	REGISTERED	35
GENBLEND in Class 9							
BRAZIL	RE001487-009	3/19/2008	829650288	9/8/2010	829650288	REGISTERED	9
MEXICO	RE001487-006	2/25/2008	916471	3/19/2008	1031544	REGISTERED	9
IMS							
EUROPEAN UNION	RE001551-000	3/22/2006	4973145	6/5/2010	4973145	REGISTERED	35,37,39 40
MISCELLANEOUS DESIGN							
CANADA	RE001488-001	10/11/2005	1,275,322	2/22/2007	TMA682,095	REGISTERED	9,36,37 39,40
EUROPEAN UNION	RE001488-004	3/22/2006	4973111	8/29/2007	4973111	REGISTERED	35,36,37 39,40
JAPAN	RE001488-023	10/20/2008	2008-84826	9/10/2010	5352672	REGISTERED	9,36,37 39,40,35 6
SERBIA AND	RE001488-003	10/12/2005	Z-1343/05	7/23/2007	52934	REGISTERED	9,36,37 39,40
SLOVAK REPUBLIC	RE001488-002	5/27/2005	1010-2005	9/11/2006	215 140	REGISTERED	9,36,37 39,40,35
UNITED STATES	RE001488-000	4/12/2005	78/607,285	11/6/2007	3,330,959	REGISTERED	9,36,37 39,40,35
MISCELLANEOUS DESIGN (in Cl. 36)							
INDONESIA	RE001488-013	1/23/2008	J00.2008.002555	8/21/2009	IDM000215428	REGISTERED	36
MISCELLANEOUS DESIGN (in Cl. 37)							
INDONESIA	RE001488-014	1/23/2008	J00.2008.002558	8/21/2009	IDM000215430	REGISTERED	37
MISCELLANEOUS DESIGN (in Cl. 39)							
INDONESIA	RE001488-015	1/23/2008	J00.2008.002559	8/21/2009	IDM000215462	REGISTERED	39
MISCELLANEOUS DESIGN (in Cl. 40)							
INDONESIA	RE001488-016	1/23/2008	J00.2008.002560	8/21/2009	IDM000215431	REGISTERED	40
MISCELLANEOUS DESIGN (in Class 36)							

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CHINA	RE001488-007	12/21/2007	6451641	3/28/2010	6451641	REGISTERED	36
MISCELLANEOUS DESIGN (in Cl. 9)							
INDONESIA	RE001488-011	1/23/2008	D00.2008.002551	9/7/2009	IDM000216917	REGISTERED	9
MISCELLANEOUS DESIGN (in Class 35)							
CHINA	RE001488-006	12/21/2007	6451642	8/14/2010	6451642	REGISTERED	35
MISCELLANEOUS DESIGN (in Class 37)							
CHINA	RE001488-008	12/21/2007	6451640	3/28/2010	6451640	REGISTERED	37
MISCELLANEOUS DESIGN (in Class 39)							
CHINA	RE001488-009	12/21/2007	6451639	7/14/2010	6451639	REGISTERED	39
MISCELLANEOUS DESIGN (in Class 40)							
CHINA	RE001488-010	12/21/2007	6451638	3/28/2010	6451638	REGISTERED	40
MISCELLANEOUS DESIGN (in Class 9)							
CHINA	RE001488-005	12/21/2007	6451643	3/28/2010	6451643	REGISTERED	9
MISCELLANEOUS DESIGN in Class 35							
MEXICO	RE001488-018	2/25/2008	916455	3/4/2009	1087564	REGISTERED	35
MISCELLANEOUS DESIGN in Class 36							
MEXICO	RE001488-019	2/25/2008	916456	2/18/2009	1085287	REGISTERED	36
MISCELLANEOUS DESIGN in Class 37							
MEXICO	RE001488-020	2/25/2008	916457	5/19/2008	1039637	REGISTERED	37
MISCELLANEOUS DESIGN in Class 39							
MEXICO	RE001488-021	2/25/2008	916458	3/10/2009	1088954	REGISTERED	39
MISCELLANEOUS DESIGN in Class 40							
MEXICO	RE001488-022	2/25/2008	916459	6/25/2008	1046674	REGISTERED	40
MISCELLANEOUS DESIGN in Class 9							
MEXICO	RE001488-017	2/25/2008	916447	5/14/2008	1039434	REGISTERED	9
SCRAP OPTIMISER							
EUROPEAN UNION	RE001564-001	2/9/2007	5678958	1/15/2008	5678958	REGISTERED	9,35
JAPAN	RE001564-013	10/20/2008	2008-84839	10/1/2010	5357239	REGISTERED	35,9

SERBIA AND CHINA	RE001564-002 RE001564-007	2/9/2007 12/21/2007	Z-253/07 6451649	5/5/2008 3/28/2010	54963 6451649	REGISTERED REGISTERED	9,35 9
SCRAP OPTIMISER (in Chinese characters)							
CHINA	RE001564-006	12/21/2007	6451650	3/28/2010	6451650	REGISTERED	9
SCRAP OPTIMISER (in Cl. 9)							
CHINA	RE001564-005	1/22/2008	J00.2008.002249	8/21/2009	IDM000215272	REGISTERED	35
SCRAP OPTIMISER (in Class 35)							
INDONESIA	RE001564-009	3/19/2008	829650237	9/8/2010	829650237	REGISTERED	9
SCRAP OPTIMISER in Class 9							
BRAZIL	RE001564-008	3/22/2006	4973277	2/19/2007	4973277	REGISTERED	9,35
SCRAP OPTIMISER AND DESIGN							
EUROPEAN UNION	RE001489-003	11/23/2004	3315-2004	11/9/2005	211 993	REGISTERED	9
SLOVAK REPUBLIC	RE001489-001	12/21/2007	6451634	7/7/2010	6451634	REGISTERED	35
TI XIN (Chinese characters in Class 35)							
CHINA	RE001679-001	12/21/2007	6451633	3/28/2010	6451633	REGISTERED	36
TI XIN (Chinese characters in Class 36)							
CHINA	RE001679-002	12/21/2007	6451632	3/28/2010	6451632	REGISTERED	37
TI XIN (Chinese characters in Class 37)							
CHINA	RE001679-003	12/21/2007	6451631	7/14/2010	6451631	REGISTERED	39
TI XIN (Chinese characters in Class 39)							
CHINA	RE001679-004	12/21/2007	6451630	3/28/2010	6451630	REGISTERED	40
TI XIN (Chinese characters in Class 40)							
CHINA	RE001679-005	12/21/2007	6451635	3/28/2010	6451635	REGISTERED	9
TI XIN (Chinese characters in Class 9)							
CHINA	RE001679-000	12/21/2001	3865-2001	5/13/2003	202743	REGISTERED	35,39,40 42
TUBE CITY IMS							
SLOVAK REPUBLIC	RE001560-000	3/31/2006	1108354	4/4/2006	797266	REGISTERED	36,40,35
BENELUX	RE001493-005	10/11/2005	1,275,320	2/9/2007	TMA681,455	REGISTERED	9,36,37
CANADA	RE001493-003						

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EUROPEAN UNION	RE001493-004	3/22/2006	4973095	9/3/2007	4973095	REGISTERED	35,36,37 39,40
JAPAN	RE001493-037	10/20/2008	2008-84819	9/10/2010	5352671	REGISTERED	9,36,37 39,40,35 6
SERBIA AND	RE001493-001	10/12/2005	Z-1342/05	8/31/2007	53150	REGISTERED	9,36,37 39,40
SLOVAK REPUBLIC	RE001493-002	5/27/2005	1008-2005	9/11/2006	215 138	REGISTERED	9,36,37 39,40,35
TAIWAN	RE001493-038	9/8/2009	098039264	10/16/2010	1435924	REGISTERED	35,37,40
UNITED STATES	RE001493-000	4/12/2005	78/607,080	12/23/2008	3,551,849	REGISTERED	9,36,37 39,40,35
TUBE CITY							
BENELUX	RE001490-004	3/31/2006	1108353	4/4/2006	797267	REGISTERED	35,36,40
EUROPEAN UNION	RE001490-003	3/22/2006	4974044	8/29/2007	4974044	REGISTERED	35,36,37 39, 40
SLOVAK REPUBLIC	RE001490-001	6/7/2005	1075-2005	10/12/2006	215 427	REGISTERED	36,37,39 40, 35
SLOVAK REPUBLIC	RE001491-001	5/25/2005	994-2005	7/14/2006	214 498	REGISTERED	9
TUBE CITY IMS (in Chinese characters in Cl. 35)							
CHINA	RE001493-020	12/21/2007	6451628	7/7/2010	6451628	REGISTERED	35
TUBE CITY IMS (in Chinese characters in Cl. 36)							
CHINA	RE001493-021	12/21/2007	6451647	3/28/2010	6451647	REGISTERED	36
TUBE CITY IMS (in Chinese characters in Cl. 37)							
CHINA	RE001493-022	12/21/2007	6451646	3/28/2010	6451646	REGISTERED	37
TUBE CITY IMS (in Chinese characters in Cl. 39)							
CHINA	RE001493-023	12/21/2007	6451645	7/14/2010	6451645	REGISTERED	39
TUBE CITY IMS (in Chinese characters in Cl. 40)							
CHINA	RE001493-024	12/21/2007	6451644	3/28/2010	6451644	REGISTERED	40
TUBE CITY IMS (in Chinese characters in Cl. 9)							
CHINA	RE001493-019	12/21/2007	6451629	4/21/2010	6451629	REGISTERED	9

TUBE CITY IMS (in Cl. 35) CHINA RE001493-014	12/21/2007	6451626	7/7/2010	6451626	REGISTERED	35
TUBE CITY IMS (in Cl. 36) CHINA RE001493-015	12/21/2007	6451625	3/28/2010	6451625	REGISTERED	36
TUBE CITY IMS (in Cl. 37) CHINA RE001493-016	12/21/2007	6451624	3/28/2010	6451624	REGISTERED	37
TUBE CITY IMS (in Cl. 39) CHINA RE001493-017	12/21/2007	6451623	7/14/2010	6451623	REGISTERED	39
TUBE CITY IMS (in Cl. 40) CHINA RE001493-018	12/21/2007	6451622	3/28/2010	6451622	REGISTERED	40
TUBE CITY IMS (in Cl. 9) CHINA RE001493-013	12/21/2007	6451627	3/28/2010	6451627	REGISTERED	9
TUBE CITY IMS (in Class 36) INDONESIA RE001493-009	1/23/2008	J00.2008.002563	8/21/2009	IDM000215491	REGISTERED	36
TUBE CITY IMS (in Class 37) INDONESIA RE001493-010	1/23/2008	J00.2008.002564	8/21/2009	IDM000215492	REGISTERED	37
TUBE CITY IMS (in Class 39) INDONESIA RE001493-011	1/23/2008	J00.2008.002565	8/21/2009	IDM000215463	REGISTERED	39
TUBE CITY IMS (in Class 40) INDONESIA RE001493-012	1/23/2008	J00.2008.002566	8/21/2009	IDM000215464	REGISTERED	40
TUBE CITY IMS (in Class 9) INDONESIA RE001493-007	1/23/2008	D00.2008.002561	9/7/2009	IDM000216922	REGISTERED	9
TUBE CITY IMS AND DESIGN CANADA RE001492-001	10/11/2005	1,275,321	2/22/2007	TMA682,094	REGISTERED	9,36,37 39,40
EUROPEAN UNION RE001492-004	3/22/2006	4973137	9/3/2007	4973137	REGISTERED	35,36,37 39,40
SERBIA AND RE001492-002	10/12/2005	Z-1344/05	9/11/2007	53181	REGISTERED	9,36,37 39,40
SLOVAK REPUBLIC RE001492-003	5/27/2005	1009-2005	9/11/2006	215 139	REGISTERED	9,36,37 39,40,35

UNITED STATES	RE001492-000	4/12/2005	78/607,281	8/11/2009	3,667,845	REGISTERED	36,940 35
TUBE CITY IMS AND DESIGN in Class 35							
BRAZIL	RE001492-007	3/19/2008	829650318	9/8/2010	829650318	REGISTERED	35
TUBE CITY IMS AND DESIGN in Class 36							
BRAZIL	RE001492-008	3/19/2008	829650520	9/8/2010	829650520	REGISTERED	36
TUBE CITY IMS AND DESIGN in Class 39							
BRAZIL	RE001492-010	3/19/2008	829650270	9/8/2010	829650270	REGISTERED	39
TUBE CITY IMS AND DESIGN in Class 40							
BRAZIL	RE001492-011	3/19/2008	829650245	9/8/2010	829650245	REGISTERED	40
TUBE CITY IMS in Class 35							
BRAZIL	RE001493-032	3/19/2008	829650296	9/8/2010	829650296	REGISTERED	35
TUBE CITY IMS in Class 36							
BRAZIL	RE001493-033	3/19/2008	829650563	9/8/2010	829650563	REGISTERED	36
MEXICO	RE001493-028	2/25/2008	916462	10/20/2009	1126406	REGISTERED	36
TUBE CITY IMS in Class 37							
MEXICO	RE001493-029	2/25/2008	916463	3/19/2008	1031542	REGISTERED	37
TUBE CITY IMS in Class 40							
BRAZIL	RE001493-036	3/19/2008	829650490	9/8/2010	829650490	REGISTERED	40
MEXICO	RE001493-031	2/25/2008	916466	5/30/2008	1043682	REGISTERED	40
TUBE CITY IMS in Class 9							
MEXICO	RE001493-006	2/25/2008	916460	5/14/2008	1039435	REGISTERED	9
WE CREATE VALUE							
CANADA	RE001517-001	10/11/2005	1,275,327	2/22/2007	TMA682,140	REGISTERED	35,9
JAPAN	RE001517-027	10/20/2008	2008-84831	9/10/2010	5352673	REGISTERED	35,9,36 37,39,40 6
UNITED STATES	RE001517-000	4/11/2006	78/659,257	5/27/2008	3,436,025	REGISTERED	35,9,36 37,39,40

WE CREATE VALUE (in Class 39) INDONESIA RE001517-008	1/23/2008	J00.2008.002549	8/21/2009	IDM000215489	REGISTERED	39
WE CREATE VALUE (in Class 40) INDONESIA RE001517-009	1/23/2008	J00.2008.002550	8/21/2009	IDM000215461	REGISTERED	40
WE CREATE VALUE (in Class 37) INDONESIA RE001517-007	1/23/2008	J00.2008.002547	8/21/2009	IDM000215490	REGISTERED	37
WE CREATE VALUE (in Class 9) INDONESIA RE001517-004	1/23/2008	D00.2008.002542	8/21/2009	IDM000215427	REGISTERED	9
WE CREATE VALUE in Class 35 MEXICO RE001517-022	2/25/2008	45861	5/25/2010	58389	REGISTERED	35
WE CREATE VALUE in Class 36 INDONESIA RE001517-006	1/23/2008	J00.2008.002546	1/23/2008	IDM000215460	REGISTERED	36
MEXICO RE001517-023	2/25/2008	45862	2/13/2009	51325	REGISTERED	36
WE CREATE VALUE in Class 39 MEXICO RE001517-025	2/25/2008	45865	10/21/2008	50017	REGISTERED	39
WE CREATE VALUE in Class 40 MEXICO RE001517-026	2/25/2008	45866	5/28/2008	47732	REGISTERED	40
WE CREATE VALUE in Class 9 MEXICO RE001517-003	2/25/2008	45860	5/30/2008	47823	REGISTERED	9

Owner/Applicant: Tube City IMS, LLC

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SCRAP OPTIMISER (in Class 9)							
INDONESIA	RE001564-004	1/22/2008	D00,2008,002248	10/6/2009	IDM000220433	REGISTERED	9
UNITED STATES	RE001564-008	8/9/2006	78/979,913	7/15/2008	3,467,982	REGISTERED	9
SCRAP OPTIMISER							
UNITED STATES	RE001564-000	8/9/2006	78/948,659	2/3/2009	3,570,124	REGISTERED	35
SCRAP OPTIMISER AND DESIGN							
SERBIA AND	RE001489-002	11/23/2004	Z-1575/04	4/14/2006	50476	REGISTERED	9
UNITED STATES	RE001489-000	5/23/2004	78/423,469	1/17/2006	3,044,883	REGISTERED	9
TUBE CITY							
SERBIA AND	RE001490-002	5/26/2005	Z-663/05	8/28/2006	51198	REGISTERED	9,36,37 39,40,35
UNITED STATES	RE001490-000	12/8/2004	76/623,720	3/21/2006	3,069,902	REGISTERED	35,36,37 39,40
UNITED STATES	RE001491-000	11/26/2004	76/622,365	11/21/2006	3,174,600	REGISTERED	9
GENBLEND							
SERBIA AND	RE001487-002	5/27/2005	Z-662/05	8/2/2006	51151	REGISTERED	9
TAIWAN	RE001487-013	9/8/2009	098039266	5/16/2010	1410964	REGISTERED	35
UNITED STATES	RE001487-000	11/26/2004	76/622,364	11/28/2006	3,177,518	REGISTERED	9
IMS							
UNITED STATES	RE001688-000	10/9/1981	73/331,897	5/10/1983	1,237,681	REGISTERED	39,40
IMS and Design							
UNITED STATES	RE001687-000	10/9/1981	73/331,890	5/10/1983	1,237,680	REGISTERED	39,40
INTERNATIONAL MILL SERVICE							
UNITED STATES	RE001686-000	10/9/1981	73/331,889	5/10/1983	1,237,679	REGISTERED	37,39,40 42

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated as of December 15, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the "*Administrative Agent*") for the Lender Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Credit Agreement, dated as of December 15, 2011 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "*ABL Credit Agreement*"), was entered into by and among Tube City IMS Corporation, a Delaware corporation (the "*Company*"), the other Loan Parties party thereto, the lenders party thereto, the Administrative Agent, JP Morgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent. Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, each Pledgor is party to that certain Pledge and Security Agreement dated as of December 15, 2011 in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Administrative Agent, for the benefit of the Lender Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. Each Pledgor hereby grants to the Administrative Agent for the benefit of the Lender Parties a security interest in all of such Pledgor's right, title and interest in and to the following of such Pledgor (the "*Pledged Collateral*"):

(a) the Trademarks set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill associated with such Trademarks (the "*Pledged Trademarks*");

(b) all extensions, renewals and reversions of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Pledged Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Pledged Collateral," shall not include any Excluded Property.

SECTION 3. Security for Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or authority record this Trademark Security Agreement.

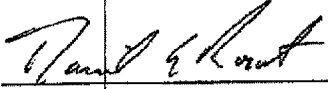
SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Pledged Collateral under this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

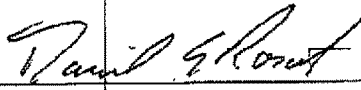
TUBE CITY IMS CORPORATION

By: 

Name: Daniel E. Rosati

Title: Chief Financial Officer and Executive
Vice President

TUBE CITY IMS, LLC


By: 

Name: Daniel E. Rosati

Title: Chief Financial Officer and Executive
Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Dan Bueno

Title: Vice President

Signature Page - Trademark Security Agreement

RECORDED: 01/13/2012

TRADEMARK
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