

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tube City IMS Corporation		10/16/2013	CORPORATION: DELAWARE
Tube City IMS, LLC		10/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	270 Park Avenue, Floor 44
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365
Email: david.adams@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/David Adams TR/
Date:	10/22/2013

Total Attachments: 7

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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 October 16, 2013, 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 (in such capacity, the “*Administrative Agent*”) for the Lenders.

WHEREAS, that certain Credit Agreement, dated as of October 16, 2013 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), was entered into by and among Crystal Acquisition Company, Inc., a Delaware corporation (“*Holdings*”), Crystal Merger Sub, Inc., a Delaware corporation (“*Merger Sub*”), TMS International Corp., a Delaware corporation (the “*Company*”), the subsidiaries of the Company from time to time party thereto as guarantors, the lenders party thereto, and the Administrative Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Pledgor is party to that certain Pledge and Security Agreement dated as of October 16, 2013 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 Lenders, 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 Lenders 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.

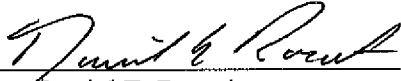
SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Pledged Collateral under this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

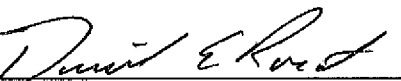
SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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: Executive Vice President and Chief
Financial Officer

TUBE CITY IMS, LLC

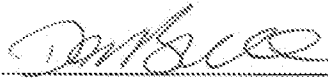
By: 
Name: Daniel E. Rosati
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 005135 FRAME: 0343

Accepted and Agreed:

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

By: 
Name: Dan Bueno
Title: Vice President

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 005135 FRAME: 0344

Schedule A

<u>Owner</u>	<u>File No.</u>	<u>Countr</u> <u>y</u>	<u>Appl.N</u> <u>o./</u> <u>Date</u>	<u>Regis.</u> <u>No./</u> <u>Date</u>	<u>Title</u>
Tube City IMS, LLC	RE001487- 000	U.S.	76/622,364 11/26/2004	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.
Tube City IMS Corporation	RE001488- 000	U.S.	78/607,285 04/12/2005	3,330,959 11/06/2007	<u>SLOTTED SEMI-CIRCULAR HARDWARE DESIGNS</u> <u>(MISCELLANEOUS DESIGN)</u> (Tube City IMS logo) Registration No. 3,330,959 in International Classes 9, 35, 36, 37, 39 and 40.
Tube City IMS, LLC	RE001490- 000	U.S.	76/623,720 12/08/2004	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.
Tube City IMS, LLC	RE001491- 000	U.S.	76/622,365 11/26/2004	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.
Tube City IMS Corporation	RE001492- 000	U.S.	78/607,281 04/12/2005	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.
Tube City IMS Corporation	RE001493- 000	U.S.	78/607,080 04/12/2005	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.
Tube City IMS Corporation	RE001517- 000	U.S.	78/859,257 04/11/2006	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.
Tube City	RE001564-	U.S.	78/948,659	3,570,124	<u>SCRAP OPTIMISER (Block Letters)</u> in Class 35

<u>Owner</u>	<u>File No.</u>	<u>Countr</u> <u>y</u>	<u>Appl.N</u> <u>o./</u> <u>Date</u>	<u>Regis.</u> <u>No./</u> <u>Date</u>	<u>Title</u>
IMS, LLC	000		08/09/2006	02/03/2009	Term is for 10 years from registration date.
Tube City IMS, LLC	RE001564- 008	U.S.	78/979,913 08/09/2006	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.
Tube City IMS Corporation	RE001574- 000	U.S.	78/974,830 09/14/2006	3,265,220 07/17/2007	<u>EVOLUTION OF VALUE</u> Registration No. 3,265,220 in International Class 9.

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