



RECC

TRA

01-07-2004



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

D #1

To the Honorable Commissioner of Patents and Trademarks, Washington, DC 20514  
102639916 original documents or copy thereof.

1. Name of conveying party(ies): 1-2-04  
 Fleet Capital Corporation  
 One Federal Street  
 Boston, Massachusetts 02110

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporate-State (Rhode Island)  
 Other

Additional name(s) of conveying party(ies) attached Yes  No

2. Name and address of receiving party(ies):  
 Name: Republic Engineered Products LLC  
 Internal Address:  
 Street Address: 3770 Embassy Parkway  
 City: Akron State Ohio Zip 44333  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                                       Merger  
 Security Agreement                               Change of Name  
 Other (Termination of Security Interest and Release)

Execution Date: December 19, 2003

4. Application No(s). or Registration No(s.):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
<u>78/153,166</u> 78/149,847    78/154,081	880,328	1,240,859                      2,457,846
	875,008	1,597,154                      2,488,129
	1,229,261	1,597,155                      1,602,339
	772,111	1,394,644                      2,740,485
	1,351,299	2,046,480                      2,761,809

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: David B. Cupar  
 Internal Address:  
McDonald, Hopkins Co., L.P.A.  
2100 Bank One Center  
 Street Address: 600 Superior Avenue, E.  
 City: Cleveland                      State: Ohio                      Zip: 44114-2653

6. Total number of applications and registrations involved: ..... 18

7. Total fee (37 CFR 3.41): ..... \$ 465.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Authorized to use deposit account in case of deficiency or overpayment.

8. Deposit account number: 13-0265  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

David B. Cupar                                      [Signature]                                      12/30/03  
 Name of Person Signing                                      Signature                                      Date

Total number of pages comprising cover sheet:

01/06/2004 DBYRME 0000098 78153166  
 01 FC:8521 40.00 DP  
 02 FC:8522 425.00 DP

## TERMINATION OF SECURITY INTEREST AND RELEASE

This Termination of Security Interest and Release (this "Termination and Release") is made as of the 19 day of December, 2003 by **FLEET CAPITAL CORPORATION**, a Rhode Island corporation with an office at One Federal Street, Boston, Massachusetts 02110 (hereinafter "Agent"), as Agent for itself and any and all other lending institutions (hereinafter, collectively "Lenders") that are parties to: (a) a Revolving Credit Agreement dated as of August 16, 2002 (hereinafter "Prepetition Credit Agreement"), by and among Agent, certain of the Lenders, **REPUBLIC ENGINEERED PRODUCTS LLC**, a Delaware limited liability company having a principal place of business at 3770 Embassy Parkway, Akron, Ohio 44333 (hereinafter "Borrower"), and certain affiliates of the Borrower party thereto, and (b) a Debtor-in-Possession Revolving Credit Agreement dated as of October 9, 2003 (hereinafter, "DIP Credit Agreement" and together with the Prepetition Credit Agreement (collectively "Credit Agreements"), by and among the Agent, certain of the Lenders, the Borrower, and certain affiliates of the Borrower party thereto.

### Recital:

A. Reference is hereby made to (1) that certain Trademark Collateral Assignment Agreement dated as of August 16, 2002 (hereinafter, the "Security Agreement"), by and between the Agent and the Borrower, (2) that certain First Amendment to the Trademark Collateral Assignment Agreement (hereinafter, the "First Amendment to Trademark Agreement"), dated as of November 11, 2002, by and between the Agent and the Borrower, and (3) that certain Trademark Collateral Assignment Agreement, dated as of October 9, 2003 (hereinafter, the DIP Trademark Agreement"), by and between the Agent and the Borrower.

B. Agent has agreed to terminate its security interest in all of the trademarks set forth in the Security Agreement, the First Amendment to Trademark Agreement, and the DIP Trademark Agreement (hereinafter "Trademarks" lists of which are attached herewith as Schedules A, B and C), release and waive any claim Agent or Lenders may have, and release all of its right, title and interest in each of the Trademarks as herein provided and as provided in the Security Agreement, the First Amendment to Trademark Agreement, and the DIP Trademark Agreement.

C. The security interest for the Trademarks as set forth in the Security Agreement was recorded with the U.S. Patent and Trademark Office on or around September 6, 2002 and has a reel/frame number of 2577/0168.

D. The security interest for the Trademarks as set forth in the First Amendment to Trademark Agreement was recorded with the U.S. Patent and Trademark Office on or around November 14, 2002 and has a reel/frame number of 2705/0050.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Agent hereby terminates its security interest in the Trademarks and releases any and all claims, liens, security interests or encumbrances thereto and rights therein. Agent hereby assigns and transfers to the Borrower, without recourse, all of the Agent's right title and interest in and to each of the

{463159:}

Trademarks and any and all related applications or registrations to the Trademarks, as of the date set forth above.

2. This Termination and Release shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. This Termination and Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Termination and Release shall be deemed the execution of a counterpart of this Termination and Release. The delivery of this Termination and Release may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the undersigned have caused this Termination and Release to be executed as of the day and year first written above.

**FLEET CAPITAL CORPORATION**

By: TJ Broderick  
Name: Timothy J. Broderick  
Title: SR. VP.

Accepted:

**REPUBLIC ENGINEERED PRODUCTS LLC**

Joseph F. Lapinsky  
Name: JOSEPH F. LAPINSKY  
Title: PRESIDENT

{463159;}



Republic Engineered Products LLC

Schedule A

U.S. Trademarks

REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
0880328	CENTURY SERIES	11/11/1969
0875008	HP 9-4	8/19/1969
01229261	LINE-FREE	3/8/1983
0772111	MULTICUT	6/30/1964
1351299	MULTIFORM	7/30/1985
1240859	TLFF-LINE	6/7/1983
1597154	JALLOY	5/22/1990
1597155	IMP	5/22/1990
1394644	DK1210	5/27/1986
2046480	C-R	3/18/1997
2457846	REPUBLIC TECHNOLOGIES INTERNATIONAL (US)	6/5/2001
2488129	REPUBLIC TECHNOLOGIES INTERNATIONAL AND DESIGN (US)	9/11/2001

## International Trademarks

<b>REG/APP. NUMBER</b>	<b>TRADEMARK</b>	<b>REGISTRATION DATE</b>
1602339	REPUBLIC	
2526903	REPUBLIC ENGINEERED STEELS (Japan)	04/28/1993
1418821	REPUBLIC ENGINEERED STEELS (United Kingdom)	03/06/1992
218321	REPUBLIC ENGINEERED STEEL (CTM)	06/15/1998
218370	REPUBLIC ENGINEERED STEELS and Design (CTM)	06/15/1998
39405602	REPUBLIC ENGINEERED STEELS (Germany)	05/22/1995
2191262	REPUBLIC TECHNOLOGIES INTERNATIONAL (United Kingdom)	
2191260	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (United Kingdom)	
612325	REPUBLIC TECHNOLOGIES INTERNATIONAL (Mexico)	
610214	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Mexico)	
460060	REPUBLIC TECHNOLOGIES INTERNATIONAL (Korea)	12/03/1999
460058	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Korea)	12/03/1999
4380863	REPUBLIC TECHNOLOGIES INTERNATIONAL (Japan)	05/12/2000
4380864	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Japan)	05/12/2000
1661587	REPUBLIC (China-Class 6)	
1661590	REPUBLIC & Design (China-Class 6)	

911282	REPUBLIC TECHNOLOGIES INTERNATIONAL (Taiwan)	11/01/2000
1602338	REPUBLIC and Design (China-Class 9)	
924495	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Taiwan)	01/16/2001
1790828	REPUBLIC TECHNOLOGIES INTERNATIONAL (Argentina)	04/26/2000
1790827	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Argentina)	04/26/2000
39913298	REPUBLIC TECHNOLOGIES INTERNATIONAL (Germany)	05/31/1999
39913296	REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Germany)	05/31/1999

SCHEDULE B

REPUBLIC ENGINEERED PRODUCTS LLC

PENDING APPLICATIONS

<u>Application Number</u>	<u>Trademark</u>	<u>Filing Date</u>
78153166	REPUBLIC ENGINEERED PRODUCTS	August 12, 2002
78149847	REPUBLIC ENGINEERED PRODUCTS	August 1, 2002
78154081	REPUBLIC ENGINEERED PRODUCTS	August 12, 2002

SCHEDULE C

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
MULTICUT	772,111	06/30/64
HP 9-4	875,008	08/19/69
CENTURY SERIES	880,328	11/11/69
LINE-FREE	1,229,261	03/08/83
TUFF-LINE	1,240,859	06/07/83
MULTIFORM	1,351,299	07/30/85
DK1210	1,394,644	05/27/86
JALLOY	1,597,154	05/22/90
IMP	1,597,155	05/22/90
C-R	2,046,480	03/18/97
REPUBLIC TECHNOLOGIES INTERNATIONAL (US)	2,457,846	06/05/2001
REPUBLIC TECHNOLOGIES INTERNATIONAL AND DESIGN (US)	2,488,129	09/11/2001
REPUBLIC ENGINEERED PRODUCTS	2,740,485	07/22/2003
REPUBLIC ENGINEERED PRODUCTS IMAGE (Design)	2,761,809	09/09/2003



Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office  
Registration No.                      Registration Date

MAGNAFLUX

MICROCLEAN

MULTIBIZ

REPUBLIC 100

REPUBLIC 125

X - 80 - W

X - 42 - W

X- 50 - W

Trademark or Service Mark	Registrations -- International Trademarks	
	<u>Reg./App. No.</u>	<u>Registration Date</u>
REPUBLIC (China - Class 9)	1602339	
REPUBLIC ENGINEERED STEELS (United Kingdom)	1418821	03/06/1992
REPUBLIC ENGINEERED STEEL (CTM)	218321	06/15/1998
REPUBLIC ENGINEERED STEELS and Design (CTM)	218370	06/15/1998
REPUBLIC ENGINEERED STEELS (Germany)	39405602	05/22/1995
REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (United Kingdom)	2191260	
REPUBLIC TECHNOLOGIES INTERNATIONAL (Mexico)	612325	
REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Mexico)	610214	
REPUBLIC TECHNOLOGIES INTERNATIONAL (Korea)	460060	12/03/1999

Trademark or Service Mark	Registrations -- International Trademarks	
	<u>Reg./App. No.</u>	<u>Registration Date</u>
REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Korea)	460058	12/03/1999
REPUBLIC TECHNOLOGIES INTERNATIONAL (Japan)	4380863	05/12/2000
REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Japan)	4380864	05/12/2000
REPUBLIC (China)	1661587	
REPUBLIC & Design (China)	1661590	
REPUBLIC TECHNOLOGIES INTERNATIONAL (Taiwan)	911282	11/01/2000
REPUBLIC and Design (China-Class 9)	1602338	
REPUBLIC TECHNOLOGIES INTERNATIONAL & Design (Taiwan)	924495	01/16/2001
REPUBLIC TECHNOLOGIES INTERNATIONAL (Argentina)	1790828	04/26/2000

Trademark  
or  
Service Mark

Registrations --  
International Trademarks

Reg./App. No.

Registration Date

REPUBLIC  
TECHNOLOGIES  
INTERNATIONAL &  
Design (Argentina)

1790827

04/26/2000

REPUBLIC  
TECHNOLOGIES  
INTERNATIONAL  
(Germany)

39913298

05/31/1999

REPUBLIC  
TECHNOLOGIES  
INTERNATIONAL &  
Design  
(Germany)

39913296

05/31/1999

Trademark  
or  
Service Mark

Pending Applications --  
United States Patent and Trademark Office  
Serial No.                      Filing Date

REPUBLIC  
ENGINEERED  
PRODUCTS

78154081

04/08/03

BUSDOCS:127749.1

RECORDED: 01/02/2004

TRADEMARK  
REEL: 002892 FRAME: 0432