

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rath Manufacturing Co., Inc.		09/14/2004	CORPORATION: DELAWARE
Gibson Tube, Inc.		09/14/2004	CORPORATION: DELAWARE
RMC Holding, Inc.		09/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	72421730	RATH
Serial Number:	73529947	RATH MICRO WELD
Serial Number:	73562675	INSTA LOCK
Serial Number:	73528791	MICRO WELD
Serial Number:	74338477	GIBSON TUBE G

CORRESPONDENCE DATA	
Fax Number:	(212)556-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128274393
Email:	jwilliams@kslaw.com
Correspondent Name:	King & Spalding LLP
Address Line 1:	1185 Avenue of the Americas
Address Line 4:	New York, NEW YORK 60661

ATTORNEY DOCKET NUMBER:	JW/N COHEN 6686 96319052
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CH \$140.00 72421730

NAME OF SUBMITTER:

JWilliams / Neal Cohen 9631-9052

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2004, by RATH MANUFACTURING CO., INC., a Delaware corporation ("Rath"), GIBSON TUBE, INC., a Delaware corporation ("Gibson"), and RMC HOLDING, INC., a Delaware corporation ("RMC") (Rath, Gibson and RMC are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

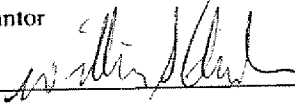
Notwithstanding anything herein to the contrary, in no event shall the security interest in Trademark Licenses granted under Section 2 hereof attach to any Trademark License held by any Grantor that validly prohibits the creation by such Grantor of a Lien thereon, or any Trademark License held by any Grantor to the extent that any applicable law prohibits the creation of a Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not removed, terminated or rendered unenforceable or otherwise deemed ineffective by the Code (including Section 9-408) or any other applicable law; provided, however, that any Proceeds, substitutions or replacements of any such Trademark License shall not be excluded (unless such Proceeds, substitutions or replacements would itself constitute property excluded above).

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

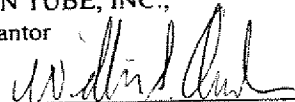
[signature page follows]

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

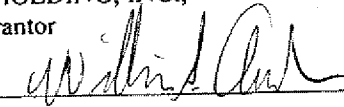
RATH MANUFACTURING CO., INC.
as a Grantor

By: 
Name: _____
Title: _____

GIBSON TUBE, INC.,
as a Grantor

By: 
Name: _____
Title: _____

RMC HOLDING, INC.,
as a Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 002936 FRAME: 0042

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

RATH MANUFACTURING CO., INC.
as a Grantor

By: _____
Name: _____
Title: _____

GIBSON TUBE, INC.,
as a Grantor


By: _____
Name: _____
Title: _____

RMC HOLDING, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Ryan Cascade
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 002936 FRAME: 0043

ACKNOWLEDGMENT OF RATH MANUFACTURING CO., INC.

STATE OF Wisconsin)
COUNTY OF Rock) ss.

On this 25th day of August, 2004 before me personally appeared WILLIAM ANACKER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rath Manufacturing Co., Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Garl Wolge
Notary Public

My Commission Expires 2/15/06

ACKNOWLEDGMENT OF GIBSON TUBE, INC.

STATE OF Wisconsin)
COUNTY OF Rock) ss.

On this 24th day of August, 2004 before me personally appeared WILLIAM ANACHER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Gibson Tube, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gad Wedge
Notary Public

My Commission Expires 01/15/06

ACKNOWLEDGMENT OF RMC HOLDING, INC.

STATE OF West Virginia)
COUNTY OF Rock) ss.

On this 25th day of August, 2004 before me personally appeared WILLIAM ANACKER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RMC Holding, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gail Wolfe
Notary Public

My Commission Expires 01/15/06

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

JPMorgan Chase Bank, as Agent
1166 Avenue of the Americas, 16th Floor
New York, NY 10036-2708

September 14, 2004

Rath Manufacturing Co., Inc.
2505 Foster Avenue
Janesville, Wisconsin 53545

Gibson Tube, Inc.
100 Aspen Hill Road
North Branch, New Jersey 08876

General Electric Capital Corporation
500 West Monroe
Chicago, Illinois 60661

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to the certain Amended and Restated Credit Agreement, dated as of February 3, 2000 (as the same has been amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") among Rath Manufacturing Co., Inc., a Delaware corporation ("Rath"), and Gibson Tube, Inc., a Delaware corporation (together with Rath, the "Borrowers"), the lenders party thereto (the "Lenders"), General Electric Capital Corporation (successor to Heller Financial, Inc.), for itself, as a Lender, as agent for the other Lenders and as syndication agent, and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), for itself, as a Lender, as agent and administrative agent for the Lenders (in such capacity, the "Agent") and as documentation agent and (ii) the other Loan Documents (as defined in the Credit Agreement, and together with the Credit Agreement, collectively, the "Credit Documents"). Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in the Credit Agreement.

Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrowers expect to obtain refinancing (the "Refinancing") from a syndicate of lenders with General Electric Capital Corporation as agent ("New Lender") for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrowers to the Lenders and Agent under or in respect of the Credit Documents.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$13,067,039.71 (the "Payoff Amount"), which amount represents the obligations outstanding

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TRADEMARK
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under the Credit Documents and miscellaneous fees and expenses in connection herewith and therewith and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by each of the Borrowers, Holdings and the New Lender (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver to the Borrowers the original stock certificates, promissory notes and other instruments or certificates in Agent's possession and UCC-3 termination statements and other release documentation, including releases of filings made in the United States Patent and Trademark Offices and United States Copyright Office, executed by it releasing Agent's liens and security interests in the assets and property of the Borrowers and Holdings (the "Property") and hereby authorizes Borrower or New Lender to submit such UCC-3 termination statements and such releases of filings made in the United States Copyright Office and United States Patent and Trademark Office for filing or recording.

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that automatically and without further action by any Person (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers or Holdings under the Credit Documents shall be paid and satisfied in full, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Collateral as security for such indebtedness shall be satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Lender or the Borrowers as may be necessary to release its security interests in the Collateral and shall promptly release and terminate all bailee letters, landlord waivers, control agreements, lock-box and similar agreements. The Borrowers agree to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrowers as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrowers hereby confirm that the commitments of Lenders and Agent to make Loans or incur Lender Letter of Credit obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Lender Letter of Credit obligations on behalf of, the Borrowers or to renew, extend or amend any existing Lender Letter of Credit obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrowers and Holdings to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount should be sent by federal funds wire transfer, no later than 4:00 p.m. (New York time) today, to:

JPMorgan Chase Bank
ABA #021-000021
Account - Asset Based Operations, Miscellaneous
Account Number - 801-005477
395 N. Service Road
Melville, NY 11747
Re: Rath

In addition, the Borrowers and Holdings agree that, upon the Payoff Effective Time, such Persons release the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Persons ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to the Borrowers' account with Agent are good collected funds. In consideration of Agent and Lenders' release of the Liens and security interests in and to any Collateral, the New Lender hereto agrees to reimburse Agent for all losses and liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check which has been included in calculating the Payoff Amount together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by New Lender upon Agent's demand therefor, and the amount of such demand shall be conclusive upon New Lender in the absence of manifest error. All claims under this paragraph must be made within sixty (60) days of the Payoff Effective Time.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

Very truly yours,

JPMORGAN CHASE BANK,
as Agent and Lender

By: *Gregory I. Wiske*
Name: *Gregory I. Wiske*
Its: *Vice President*

ACCEPTED and AGREED:

RATH MANUFACTURING CO., INC.

By: *William J. [Signature]*
Name:
Title:

GIBSON TUBE, INC

By: *William J. [Signature]*
Name:
Title:

RMC HOLDING, INC.

By: *William J. [Signature]*
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent for New Lenders

By: _____
Name:
Title:

If you need additional information, please do not hesitate to contact us.

Very truly yours,

JPMORGAN CHASE BANK,
as Agent and Lender

By: _____
Name:
Its:

ACCEPTED and AGREED:

RATH MANUFACTURING CO., INC.

By: _____
Name:
Title:

GIBSON TUBE, INC.

By: _____
Name:
Title:

RMC HOLDING, INC.

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent for New Lenders

By: _____
Name:
Title:

Ryan Cascade
Duly Authorized Signatory

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