

04-06-2004



102714275

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks, 102714275 nal documents or copy thereof.

1. Name of conveying party(ies):  
**HUNTINGTON ALLOYS CORPORATION,  
 (formerly INCO ALLOYS INTERNATIONAL, INC.),  
 a Delaware corporation**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State -- **Delaware**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: CREDIT LYONNAIS NEW YORK BRANCH,  
 in its capacity as Agent

Internal Address: \_\_\_\_\_  
 Street Address: 1301 Avenue of the Americas  
 City: New York State: New York Zip: 10019

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a French banking corporation

Office of Public Records  
 2004 APR -1 AM 9:01  
 FINANCE SECTION

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 \_\_\_\_\_

Execution Date: November 26, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
**Please see attached Schedule A**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Mr. Jeff Kiser  
 Internal Address: c/o Special Metals Corporation  
 \_\_\_\_\_  
 Street Address: 3200 Riverside Drive  
 \_\_\_\_\_  
 City: Huntington State: WV Zip: 25705

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
500524 (For additional fees, if any)

(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 information is true and correct and any attached copy is a true copy of the original document.*

Patricia A. Conner      Patricia A. Conner      April 1, 2004  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 22

04/05/2004 11:39:01 00000057 1660262

01 FC:8321 40.00  
02 FC:8522 600.00

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

OC1668852.1

SCHEDULE A  
TO  
TRADEMARK RECORDATION COVER SHEET

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registration Numbers:

<del>1796748</del>	1660262	2022120
1864522	1430861	<del>1102599</del>
<del>1625804</del>	509776	<del>935565</del>
2156722	689002	581022
936446	782853	2094942
567385	1519513	2085898
308200	<del>1820265</del>	2108784
2085905	142583	1119508
418914	<del>380618</del>	2129939
981521	<del>653293</del>	433744
514573	1523170	

Trademark Application Numbers:

<del>74/285456</del>		
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (the "*Agreement*") is dated as of November 26, 2003, and entered into by and between SPECIAL METALS CORPORATION, a Delaware corporation ("*SMC*"), A-1 WIRE TECH, INC., an Illinois corporation ("*Wire*"), SPECIAL METALS DOMESTIC SALES CORPORATION, a Delaware corporation ("*Sales*"), and HUNTINGTON ALLOYS CORPORATION, a Delaware corporation ("*Alloys*" and together with SMC, Wire and Sales each a "*Grantor*" and collectively, the "*Grantors*") and CREDIT LYONNAIS NEW YORK BRANCH, in its capacity as Agent (in such capacity the "*Agent*") under the Term Loan Agreement, dated as of November 26, 2003, among Grantors, Agent, and each of the parties thereto from time to time as Holders (as defined therein) (as further defined herein, the "*Loan Agreement*") (the Agent in such capacity, the "*Secured Party*"), for the benefit of the Persons that now or at any time hereafter become party as a Holder under the Loan Agreement, and all other present and future holders of any of the Secured Obligations described herein (the Holders and the Agent collectively, the "*Beneficiaries*").

### Recitals

The Grantors and Secured Party have entered into a Pledge and Security Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth at length herein (the "*Pledge and Security Agreement*").

Pursuant to the Pledge and Security Agreement, the Grantors have assigned to Secured Party and have granted Secured Party security interests in certain property described in Section 2.1 of the Pledge and Security Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of the debts, liabilities and obligations described in the Pledge and Security Agreement as the "Secured Obligations."

The Grantors and Secured Party are executing and delivering this Agreement for the purpose of creating and perfecting Secured Party's security interests in such Patent and Trademark Collateral as more particularly set forth herein.

*Accordingly*, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Secured Party hereby agree as follows:

### ARTICLE I. DEFINITIONS

**Section 1.1 Terms Defined in the Pledge and Security Agreement.** Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Pledge and Security Agreement (including by reference to any other agreement) and not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

**Section 1.2 Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

**"Goodwill"** means, with respect to any Grantor, all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by the Grantor and arising out of the Patent and Trademark Collateral.

**"Patent and Trademark Collateral"** is defined in Section 2.1.

**"U.S. Patent Applications"** means all applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

**"U.S. Patent Licenses"** means all rights of the Grantors under any present or future written agreement, or other present or future license of any right or interest acquired by any Grantor, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

**"U.S. Patents"** means all of the following:

(a) All present and future patents, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all Claims (including infringement claims) relating thereto, including, without limitation, all registrations and recordings thereof including those listed in Schedule I(a) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

**"U.S. Trademark Applications"** means all applications in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

**"U.S. Trademark Licenses"** means all rights of the Grantors under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

**"U.S. Trademarks"** means all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and general intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or

territory" thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

**Section 1.3 Terms Generally.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

## **ARTICLE II. SECURITY INTEREST AND COLLATERAL**

**Section 2.1 Grant of Security Interest.** As security for the payment of the Secured Obligations, the Grantors hereby transfer and assign to Secured Party as security with power of sale, and grant Secured Party a continuing security interest in, all right, title and interest of the Grantors in, to, under or derived from the following property (collectively, the "*Patent and Trademark Collateral*"), in each case whether now owned or hereafter acquired by the Grantors and wherever located:

(a) all U.S. Patents;

(b) all U.S. Patent Applications;

(c) all U.S. Patent Licenses;

(d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all Claims of the Grantors against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing.

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all Claims of the Grantors against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

### ARTICLE III. REPRESENTATIONS AND WARRANTIES

**Section 3.1 Representations and Warranties.** The Grantors hereby represent and warrant that, except as otherwise set forth in any schedule to the Pledge and Security Agreement:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which the Grantors have an interest.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of their business to any party, except to the Senior Facility Agent and to Secured Party and except in the ordinary course of their business.

(c) The registrations of all Patent and Trademark Collateral listed as to Grantors in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person other than assignments in respect of Permitted Liens. The Grantors have neither taken nor failed to take any action that would have a Material Adverse Effect.

(d) Grantors own all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to Grantors in Schedule I(a), Schedule II(a) and Schedule II(b), except for licenses granted in the ordinary course of their business.

(e) None of the registrations of the Patent and Trademark Collateral listed as to Grantors in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Loan Agreement, the Grantors have not received any written threats of action, which if successful could reasonably be expected to have a Material Adverse Effect, and Grantors have not commenced and are not about to commence any suit or action against others in connection with the violation or enforcement of their rights in any of the Patent and Trademark Collateral.

(g) Grantors at all times are (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and have exclusive possession and control thereof, free and clear of any licenses except those created by this Agreement or permitted under Section 7.3 of the Loan Agreement, and except for Liens granted in the ordinary course of the Grantors business.

(h) Grantors have the right and power to enter into this Agreement and perform its terms.

#### **ARTICLE IV. COVENANTS**

**Section 4.1 Covenants.** The Grantors covenant and agree as follows:

(a) The Grantors will not, either by themselves or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to Section 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) the Grantors reasonably determine that certain of the Patent and Trademark Collateral is no longer of material value to the Grantors' business, the Grantors shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings; provided, however, that neither this Section 4.1(b) nor any other provision of this Agreement or any other Loan Document shall obligate the Grantors to file any application for the registration or to obtain or maintain the registration of any Patent and Trademark Collateral which it would not otherwise file, obtain or maintain in the exercise of its ordinary business practices.

(c) In the event that any Grantor's rights under any Patent and Trademark Collateral that are material to the conduct of such Grantor's business are infringed,

misappropriated or diluted by a third party, the Grantors (i) shall notify Secured Party promptly after they learn thereof if such infringement, misappropriation or dilution could have a Material Adverse Effect and (ii) shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) The Grantors shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against any Grantor relating to, concerned with or affecting the Patent and Trademark Collateral that is material to the conduct of such Grantor's business or infringement of or interference with another trademark which could reasonably be expected to be determined adversely and thereupon to have a Material Adverse Effect. The Grantors shall promptly, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall promptly keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) The Grantors shall promptly notify Secured Party if they know (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of any Grantor's business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in any proceeding in the United States Patent and Trademark Office or any court) regarding (A) any Grantor's ownership of any Patent and Trademark Collateral that is material to the conduct of its business, (B) any Grantor's right to register such Patent and Trademark Collateral that is material to the conduct of its business or (C) any Grantor's right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of any Grantor's business.

(f) Subject to Section 4.1(b), upon the written request of Secured Party, the Grantors shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Agreement, all at the sole expense of the Grantors.

(g) Without Secured Party's prior written consent, which consent shall not be unreasonably withheld, no Grantor shall (i) enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder nor (ii) permit the inclusion in any material contract to which such Grantor becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of its business acquired under such contracts.

(h) The Grantors shall maintain the security interests created in favor of the Secured Party, for the ratable benefit of the Beneficiaries and the other holders of the



Secured Obligations, in the Patent and Trademark Collateral pursuant to this Agreement as valid and duly perfected security interests subordinated in priority only to the security interest granted to the Senior Facility Agent pursuant to the terms of the Intercreditor Agreement, and shall defend such security interests against claims and demands of all Persons. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Grantors, the Grantors shall, subject to the terms of the Intercreditor Agreement, promptly and duly execute and deliver such further instruments and documents and take such further actions as the Secured Party may request for the purposes of obtaining or preserving all of the benefits, rights and powers granted to the Secured Party, the Beneficiaries and the other holders of the Secured Obligations, pursuant to this Agreement.

## **ARTICLE V. POWER OF ATTORNEY**

**Section 5.1 Power of Attorney.** The Grantors hereby irrevocably constitute and appoint Secured Party and any officer, agent or nominee of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority, in the name of the Grantors or in its own name, to take any and all actions and to execute and deliver any and all agreements, documents, notices, instruments and writings that Secured Party or the Required Holders may determine to be necessary or desirable for Secured Party, without notice to or assent by the Grantors, to do any or all of the following if and whenever the Grantors are in default under the Pledge and Security Agreement as set forth in Section 4.1 thereof, in each case subject to the provisions of the Intercreditor Agreement: (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable U.S. Patent License or U.S. Trademark License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. The Grantors hereby ratify all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Discharge of the Obligations.

## **ARTICLE VI. PATENT AND TRADEMARK COLLATERAL**

**Section 6.1 Grant of License to Use Intellectual Property Collateral.** The Grantors hereby grant to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors), to do any or all of the following if and whenever the Grantors are in default under the Pledge and Security Agreement as set forth in Section 4.1 thereof, in each case subject to the provisions of the Intercreditor Agreement: (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by the Grantors and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. The Grantors hereby agree that the permitted use by the Secured Party, for the ratable benefit of the Beneficiaries and the other holders of the Secured Obligations, of the Patent and Trademark

Collateral shall be worldwide without any liability for royalties or other related charges from the Secured Party, the Holders or the other holders of the Secured Obligations to the Grantors.

**Section 6.2 Use and Protection of Patent and Trademark Collateral.**

Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantors may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of their business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of the Grantors, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of the Grantors are necessary or appropriate to permit the Grantors to continue to do so.

**ARTICLE VII.  
MISCELLANEOUS PROVISIONS**

**Section 7.1 Incorporation of Agreements.** Each and all of the provisions of the Pledge and Security Agreement shall apply to this Agreement, *mutatis mutandis*.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantors and Secured Party have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTORS

SPECIAL METALS CORPORATION,  
a Delaware corporation

By: Dennis L. Wanlass  
Name: DENNIS L. WANLASS  
Title: PRESIDENT

A-1 WIRE TECH, INC.,  
an Illinois corporation

By: Dennis L. Wanlass  
Name: DENNIS L. WANLASS  
Title: PRESIDENT

SPECIAL METALS DOMESTIC SALES  
CORPORATION,  
a Delaware corporation

By: Dennis L. Wanlass  
Name: DENNIS L. WANLASS  
Title: PRESIDENT

HUNTINGTON ALLOYS CORPORATION  
a Delaware corporation

By: Dennis L. Wanlass  
Name: DENNIS L. WANLASS  
Title: PRESIDENT

Certificates of Acknowledgement

My Commission Expires:

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF NEW YORK )

I, Eileen Krakauer, a Notary Public of Queens County, do hereby certify that Dennis L. Wanlass, personally appeared before me this day and acknowledged that he is President and Treasurer of Special Metals Domestic Sales Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such President and Treasurer, he signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its President and Treasurer, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 25<sup>th</sup> day of November, 2003.

  
Notary Public

My Commission Expires:

---

EILEEN A. KRAKAUER  
Notary Public, State Of New York  
No. 01KR4637224  
Qualified In Queens County  
Commission Expires April 30, 2006

Certificates of Acknowledgement

My Commission Expires:

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF NEW YORK    )

I, Eileen Krakauer, a Notary Public of Queens County, do hereby certify that Dennis L. Wanlass, personally appeared before me this day and acknowledged that he is President and Treasurer of A-1 WIRE TECH, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such President and Treasurer, he signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its President and Treasurer, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 25<sup>th</sup> day of November, 2003.

  
Notary Public

My Commission Expires:

---

EILEEN A. KRAKAUER  
Notary Public, State Of New York  
No. 01KR4637224  
Qualified In Queens County  
Commission Expires April 30, 2006

Certificates of Acknowledgement

My Commission Expires:

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF NEW YORK    )

I, Eileen Krakauer, a Notary Public of New York County, do hereby certify that Dennis L. Wanlass, personally appeared before me this day and acknowledged that he is President and Treasurer, of Special Metals Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such President and Treasurer, he signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its President and Treasurer, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 25<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
EILEEN A. KRAKAUER  
Notary Public, State Of New York  
No. 01KR4637224  
Qualified In Queens County  
Commission Expires April 30, 2006

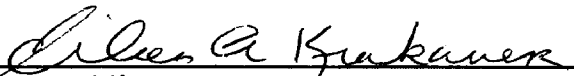
Certificates of Acknowledgement

My Commission Expires:

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF NEW YORK )

I, Eileen Krakauer, a Notary Public of Queens County, do hereby certify that Dennis L. Wanlass, personally appeared before me this day and acknowledged that he is President and Treasurer of Huntington Alloys Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such President and Treasurer, he signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its President and Treasurer, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 25<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
EILEEN A. KRAKAUER  
Notary Public, State Of New York  
No. 01KR4637224  
Qualified In Queens County  
Commission Expires April 30, 2006

SECURED PARTY

Accepted and agreed as of  
the day and year first above written:

CREDIT LYONNAIS NEW YORK BRANCH,  
as Agent

By: John-Charles van Esche  
Name: JOHN-CHARLES VAN ESSCHE  
Title: VICE PRESIDENT



CERTIFICATION OF ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF NEW YORK) ss:

Before me, the undersigned, a Notary Public in and for Kings County in the state aforesaid, on this 25th day of November, 2003, personally appeared John-Charles van Essche who, being by me duly sworn, deposes and says that he is the Vice President of Credit Lyonnais New York Branch, a New York-licensed branch of Credit Lyonnais, S.A., a banking corporation organized under the laws of the Republic of France, and that he, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act and deed of such corporation as such officer.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

ANGELA D. HARVEY  
Notary Public, State of New York  
No. 01HA6039017  
Qualified in Kings County  
Commission Expires March 20, 20 06

SCHEDULE II(a)

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Expiration Date</u>	<u>Country</u>
UDIMAR	764938	2/18/2004	United States
UDIMET	762185	12/31/2003	United States
UDIMET	A176934	11/1/2007	Australia
UDIMET	98255	UNLIMITED	Belgium
UDIMET	137830	10/23/2009	Canada
UDIMET	1421708	5/8/2007	France
UDIMET	781,382	12/31/2012	Germany
UDIMET	841316	11/5/2007	United Kingdom
UDIMET	183056	10/30/2012	Italy
UDIMET	666026	2/6/2005	Japan
UDIMET	62/3668/1-7	10/29/2006	South Africa
UDIMET	413537	12/10/2012	Spain
UDIMET	322972	1/10/2013	Switzerland
UDIMET+DESIGN	614214	10/18/2005	United States
UDIMET+DESIGN	1094586	4/24/2009	United Kingdom
VERTX	54036	7/13/2009	Benelux
VERTX	6428	7/30/2009	France
VERTX	871483	9/22/2009	Germany
VERTX	6428	9/28/2009	Italy
VERTX	241497	9/29/2009	Switzerland
VERTX	A232740	9/23/2004	Australia <sup>■</sup>
VERTX	948712	9/25/2004	United Kingdom <sup>■</sup>
MONEL	1634658	6/3/2007	Argentina
TRIAN. DESIGN	1731608	4/19/2009	Argentina
TRIAN. DESIGN	477481	11/30/2008	Australia
TRIAN. DESIGN	121211	9/9/2008	Austria
601GC	481386	6/27/2010	Benelux
625LCF	488478	11/22/2010	Benelux
718SPF	513888	6/12/2012	Benelux
NI-ROD	100677	12/31/2005	Benelux
TRIAN. DESIGN	437452	11/25/2007	Benelux
800HT	813331730	1/3/2009	Brazil
INCOLOY	816720673	11/8/2013	Brazil
INCO-WELD	819650528	8/1/2010	Brazil
MONEL	6686605	5/25/2008	Brazil
NI-ROD	2541726	3/4/2011	Brazil
TRIAN. DESIGN	814012949	11/7/2009	Brazil

686CPT	450003	11/17/2010	Canada
725NDUR	TMA495420	5/28/2013	Canada
800HT	339280	4/15/2018	Canada
TRIAN. DESIGN	TMA366425	3/9/2005	Canada
MONEL	541431	5/27/2009	Chile
800HT	306741	1/20/2008	China
INCOFLUX	1138164	12/28/2007	China
INCO-CORED	518357	4/17/2007	CTM
NI-ROD	393298	11/5/2006	CTM
601GC	1599921	6/29/2010	France
625LCF	1629082	11/22/2010	France
686CPT	92/437207	10/13/2012	France
718SPF	92424644	6/29/2012	France
800HT	1392772	2/5/2007	France
TRIAN. DESIGN	1436833	11/24/2007	France
686CPT	39519886	5/11/2005	Germany
725NDUR	39519887	5/11/2005	Germany
TRIAN. DESIGN	1126133	1/20/2008	Germany
INCOLOY	108460	4/6/2012	Greece
TRIAN. DESIGN	482231	12/4/2008	India
INCOLOY	82535	2/27/2013	Israel
601GC	604103	7/11/2010	Italy
625LCF	602227	11/27/2010	Italy
800HT	780233	3/9/2007	Italy
NI-ROD	712235	1/11/2005	Italy
TRIAN. DESIGN	785196	12/28/2007	Italy
MONEL	1356450	5/29/2008	Japan
TRIAN. DESIGN	2252877	7/30/2010	Japan
686CPT	3193343	8/30/2006	Japan
800HT	153850	5/2/2008	Korea, South
INCOFLUX	395410	2/14/2008	Korea, South
INCOLOY	270899	8/2/2013	Korea, South
INCONEL	270900	8/2/2013	Korea, South
INCO-WELD	424155	10/2/2008	Korea, South
MONEL	270901	8/2/2013	Korea, South
NI-ROD	401697	4/17/2008	Korea, South
TRIAN. DESIGN	161661	11/3/2008	Korea, South
INCOLOY	436632	5/13/2012	Mexico
INCO-WELD	550421	11/21/2006	Mexico
MONEL	94461	5/3/2013	Mexico
NI-ROD	57647	11/28/2012	Mexico
TRIAN. DESIGN	355673	12/21/2012	Mexico
TRIAN. DESIGN	176298	8/17/2008	New Zealand
NI-ROD	188543	2/26/2008	Norway
TRIAN. DESIGN	139380	11/23/2009	Norway

TRIAN. DESIGN	5823/87	11/30/2004	Singapore
INCOFLUX	69/2139	5/12/2009	South Africa
INCO-WELD	69/2138	5/12/2009	South Africa
NI-ROD	96/15806	11/6/2006	South Africa
TRIAN. DESIGN	87/10170	12/11/2007	South Africa
601GC	1579307	7/11/2010	Spain
625LCF	1606223	12/14/2010	Spain
718SPF	1710787	7/2/2012	Spain
TRIAN. DESIGN	1227308	3/6/2009	Spain
TRIAN. DESIGN	212398	11/4/2008	Sweden
686CPT	427758	3/22/2005	Switzerland
725NDUR	427757	3/22/2005	Switzerland
INCO-CORED	444236	7/14/2007	Switzerland
TRIAN. DESIGN	358953	11/23/2007	Switzerland
NI-ROD	797480	2/29/2008	Taiwan
TRIAN. DESIGN	440925	4/30/2009	Taiwan
686CPT	2003203	11/21/2004	United Kingdom
725NDUR	2003204	11/21/2004	United Kingdom
TRIAN. DESIGN	1333978	8/17/2008	United Kingdom
601GC	2479395	8/21/2011	United States
625LCF	1660262	10/8/2011	United States
686CPT	2022120	12/10/2006	United States
725NDUR	1864522	11/29/2004	United States
800HT	1430861	3/3/2007	United States
DURANICKEL	509776	5/10/2009	United States
"INCOBAR"	581022	10/13/2013	United States
INCOCLAD	936446	6/27/2012	United States
INCO-CORED	2156722	5/12/2008	United States
INCOFLUX	782853	1/5/2005	United States
INCOTEST	2108784	10/28/2007	United States
INCO-WELD	689002	12/1/2009	United States
NIMONIC	433744	10/28/2007	United States
NI-ROD	1119508	6/5/2009	United States
NI-SPAN-C	418914	1/15/2006	United States
PERMANICKEL	514573	8/30/2009	United States
TRIAN. DESIGN	1523170	2/7/2009	United States
INCOLOY	567385	12/2/2012	United States
INCONEL	308200	11/21/2003	United States
MONEL	142583	5/17/2011	United States
NILO	981521	4/2/2004	United States
INCOMAP	1519513	1/10/2009	United States
MONEL	2085905	8/5/2007	United States
INCONEL	2085898	8/5/2007	United States
INCOLOY	2094942	9/9/2007	United States
NILO	2129939	1/20/2008	United States

TRIAN. DESIGN	152630	3/30/2004	Colombia <sup>■</sup>
INCOLOY	1513875	3/31/2004	Argentina <sup>■</sup>
MONEL	226/69	6/20/2004	Ecuador <sup>■</sup>

■ Trademark to be abandoned.

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
INCOFLUX	App. 721200	<b>Pending (India)</b>
INCO-WELD	App. 731113	<b>Pending (India)</b>
NI-ROD	App. 721201	<b>Pending (India)</b>

SCHEDULE II(b)

UNREGISTERED TRADEMARKS

VADER  
VADER & DESIGN  
HUNTINGTON ALLOYS