

6/1/04

RE

06-03-2004

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

No. 0651/2011 (exp. 4/04)



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To the Honorable Commissioner of F

102757897

attached original documents or copy thereof.

Name of conveying party(ies):

Republic Engineered Products, Inc.

Individual(s) Association
General Partnership Limited Partnership
 Corporation-State DE
Other _____

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 20, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: 12th Floor

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Del. Corp
 Other _____

If assignee is not domiciled in the United States, a certified representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

06/02/2004 ELOPER 00000157 2822135

01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

Signature

5/25/04
Date

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

Mail documents to be recorded with required coversheet information to:

Continuation
Item 7

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Serial/Reg. No.	Filing/Reg. Date	Registered Owner
REPUBLIC ENGINEERED PRODUCTS BAR STEEL SOLUTIONS	U.S.	2833135	2004-04-13	Grantor
MULTICUT	U.S.	772111	1964-06-30	Grantor
HP-9-4	U.S.	875008	1969-08-19	Grantor
CENTURY SERIES	U.S.	880328	1969-11-11	Grantor
LINE FREE	U.S.	1229261	1983-03-08	Grantor
MULTIFORM	U.S.	1351299	1985-07-30	Grantor
DK 1210	U.S.	1394644	1986-05-27	Grantor
JALLOY	U.S.	1597154	1990-05-22	Grantor
IMP	U.S.	1597155	1989-02-17	Grantor
C-R	U.S.	2046480	1997-03-18	Grantor
REPUBLIC TECHNOLOGIES INTERNATIONAL	U.S.	2457846	2001-06-05	Grantor
REPUBLIC TECHNOLOGIES INTERNATIONAL	U.S.	2488129	2001-09-11	Grantor
REPUBLIC ENGINEERED PRODUCTS	U.S.	2740485	2003-07-22	Grantor
REPUBLIC ENGINEERED PRODUCTS	U.S.	2761809	2003-09-09	Grantor
REPUBLIC TECHNOLOGIES INTERNATIONAL	Argentina	1790828	2000-04-26	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Argentina	1790827	2000-04-26	Grantor*
REPUBLIC	China	1602339	2001-07-14	Grantor*
REPUBLIC & DESIGN	China	1602338	2001-07-14	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL	Japan	4380863	2000-05-12	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Japan	4380864	2000-05-12	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL	United Kingdom	2191262	1999-09-24	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	United Kingdom	2191260	2000-05-12	Grantor*

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR, SUBORDINATION, LIEN PRIORITY AND ACCESS AGREEMENT DATED AS OF MAY 20, 2004, BY AND AMONG PERRY PRINCIPALS INVESTMENTS, L.L.C, AS A TERM 1 NOTEHOLDER AND AS A TERM 2 NOTEHOLDER, REPUBLIC ENGINEERED PRODUCTS, INC., THE OTHER CREDIT PARTIES PARTY THERETO AND GENERAL ELECTRIC CAPITAL CORPORATION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2004, by REPUBLIC ENGINEERED PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, 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 Grantor;

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 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, 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent or its representative, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to the extent constituting Collateral (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 goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

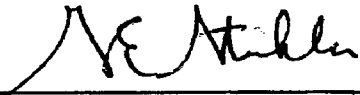
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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. 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]

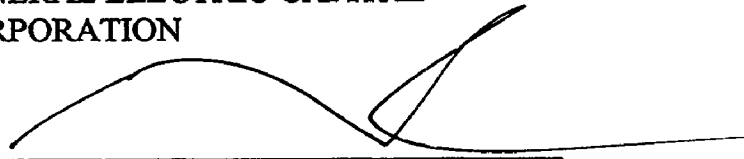
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REPUBLIC ENGINEERED PRODUCTS, INC.

By: 
Name: GEORGE STRICKLER
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Gregory Ech
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 002979 FRAME: 0409

ACKNOWLEDGMENT OF GRANTOR

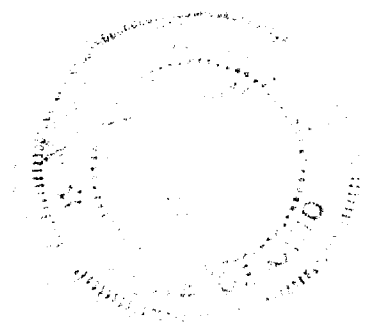
STATE OF Ohio)
COUNTY OF Summit) ss.

George Strickler On this 20th day of May, 2004 before me personally appeared George Strickler proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Republic Engineered Products, 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.

Jackie L. Evans
Notary Public

{seal}

JACKIE L. EVANS, NOTARY PUBLIC
In and For the State of Ohio
My Commission Expires Nov. 30, 2004



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REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	United Kingdom	2191260	2000-05-12	Grantor*

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REPUBLIC TECHNOLOGIES INTERNATIONAL	Germany	39913298	1999-05-31	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Germany	39913296	1995-05-31	Grantor*
REPUBLIC ENGINEERED STEEL	European Community	000218321	1998-06-15	Grantor*
REPUBLIC ENGINEERED STEELS & DESIGN	European Community	218370	1998-06-15	Grantor*
REPUBLIC ENGINEERED STEELS	Germany	39405602	1995-05-22	Grantor*
REPUBLIC ENGINEERED STEELS	United Kingdom	1418821	1992-03-06	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL	Mexico	612325	1999-05-31	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Mexico	610214	1999-05-21	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL	Taiwan			Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Taiwan			Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL	Korea	40-0460060	1999-12-03	Grantor*
REPUBLIC TECHNOLOGIES INTERNATIONAL & DESIGN	Korea	40-0460058	1999-12-03	Grantor*

*Transfer to Grantor still in process in these countries

Unregistered
Marks

MULTIBIZ

X-80-W

X-42-W

X-50-W

REPUBLIC 100

REPUBLIC 125