



11-08-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Metals USA, Inc.

11-6-02

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

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 335 Madison Ave., 6th Floor

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association National Banking Association

General Partnership

Limited Partnership

Corporation-State

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

Execution Date: October 31, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/046,312; 78/020,547; 75/869,947; 75/837,302

B. Trademark Registration No.(s)

2,269,952

Additional number(s) attached Yes No

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

Name: S. Roxanne Edwards

Internal Address:

11/08/2002 TDIAZ1 00000010 78046312

01 FC:8521 02 FC:8522

40.00 OP 100.00 DP

Street Address: 1201 Main Street

P.O. Box 50784

City: Dallas State: Texas Zip: 75202

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Winstead: 23-2426

(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.

S. Roxanne Edwards

Name of Person Signing

[Signature]

Signature

11/5/02

Date

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

4

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

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TRADEMARK REEL: 002613 FRAME: 0187

TRADEMARK SECURITY AGREEMENT

(Metals USA, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of October 31, 2002 is between METALS USA, INC., a Delaware corporation (the "Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Loan and Security Agreement described hereinbelow, and is executed pursuant to that certain Loan and Security Agreement dated as of October 31, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement") among the Debtor, each of the other Borrowers, the Lenders party thereto, and the Secured Party (all capitalized terms used herein shall have the respective meanings therefor as specified in the Loan and Security Agreement unless otherwise defined in this Agreement).

Recitals:

A. Pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), other than, in each case, any Excluded Assets, whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or fixture infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in

Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan and Security Agreement.

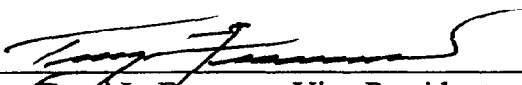
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but which, together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date above written.


DEBTOR:

METALS USA, INC.

By: 
Terry L. Freeman, Vice President and Senior Vice President
Chief Accounting Officer Treasurer, and

SECURED PARTY:

BANK OF AMERICA, NATIONAL
ASSOCIATION, as Agent

By: 
Name: RICHARD LEVENSON
Title: SVP

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/Registration Date	Goods
Metals USA, Inc.	United States of America	METALS USA	2,269,952	8/10/99	Metal processing services, namely, manufacturing high-value components from process metals; cutting, shaping, pickling, leveling, blanking, cambering, edge trimming and slitting metals; surface preparation of metals.
Metals USA, Inc.	United States of America	STAY-FLAT	78/046,312	2/2/01	Steel.
Metals USA, Inc.	United States of America	STANDING SLIM	78/020,547	8/10/00	Metal roofing and siding panels.
Metals USA, Inc. d/b/a Gerard Roofing Technologies	United States of America	GUARDIAN SHINGLE	75/869,947	12/13/99	Metal roofing panels.
Metals USA, Inc.	United States of America	I-SOLUTIONS	75/837,302	11/1/99	Providing a website used to place on-line orders in the field of metals, metal distribution and metal processing services.

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9766-899 10/28/2002

SCHEDULE 1

RECORDED: 11/06/2002

TRADEMARK
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