

12-30-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 30, 2005

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 335 Madison Avenue

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Leah F. Baskin

Name of Person Signing

Signature

December 27, 2005

Date

7

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

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

12/29/2005 DBYRNE 00000141 75321331

01 FC:0521
02 FC:0523

40.00 OP
120.00 OP

TRADEMARK
REEL: 003218 FRAME: 0817

Schedule I to Trademark Security Agreement

(Metals USA, Inc.)

Mark	Owner	Country	Filing Date	Serial No.	Registration Date	Registration No.	Class/ Goods	Next Action Due Date	Next Action Summary
Metals USA	Metals USA, Inc.	U.S.		75/321,331	08/10/99	2,269,952			8/10/2009 (expiration date)

[[2560692]]

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2005, among METALS USA, INC. (the "*Borrower*") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to that certain Loan and Security Agreement, dated as of November 30, 2005 (as the same may be amended, restated, or otherwise modified from time to time, the "*Credit Agreement*"), among Flag Intermediate Holdings Corporation, a Delaware corporation, Flag Acquisition Corporation, a Delaware corporation, which was merged with and into Metals USA, Inc., a Delaware corporation, each Subsidiary of Metals USA, Inc. party thereto, the lenders from time to time party thereto ("*Lenders*") and Credit Suisse, as administrative agent (in such capacity, the "*Administrative Agent*") and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Credit Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest, other than Excluded Assets (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Credit Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Credit Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

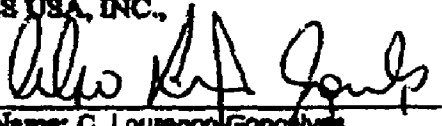
SECTION 4. Intercreditor Agreement. REFERENCE IS MADE TO THE LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 30, 2005, AMONG BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES REFERRED TO THEREIN; WELLS FARGO BANK, N.A., AS TRUSTEE; WELLS FARGO BANK, N.A., AS NOTEHOLDER COLLATERAL AGENT; FLAG INTERMEDIATE HOLDINGS CORPORATION; FLAG ACQUISITION CORPORATION; AND THE SUBSIDIARIES OF METALS USA, INC. NAMED THEREIN (THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[[2556781]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METALS USA, INC.,

by



Name: C. Lourenco Goncalves
Title: President and CEO

BANK OF AMERICA, N.A., as Collateral Agent,

by

Name:
Title:

Signature page to the Trademark Security Agreement

{signature}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METALS USA, INC.,

by

Name:

Title:

BANK OF AMERICA, N.A., as Collateral Agent,

by



Name: RICHARD LEVENSON

Title: SVP

Signature page to the Trademark Security Agreement

{2356781}

Schedule I

Attached

[[2556781]]