

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Metals USA, Inc.                 |  | 11/30/2005            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Wells Fargo Bank, N.A.   |                       |                       |
| <b>Street Address:</b>           | 213 Court Street, Suite 703  |                       |                       |
| <b>City:</b>                     | Middletown   |                       |                       |
| <b>State/Country:</b>            | CONNECTICUT  |                       |                       |
| <b>Postal Code:</b>              | 06457  |                       |                       |
| <b>Entity Type:</b>              | National Banking Association: UNITED STATES  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 2269952  | METALS USA            |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (713)222-3291  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | (713) 221-3306   |                       |                       |
| <b>Email:</b>                    | constance.rhebergen@bracewellgiuliani.com  |                       |                       |
| <b>Correspondent Name:</b>       | Constance Gall Rhebergen   |                       |                       |
| <b>Address Line 1:</b>           | P.O. Box 61389   |                       |                       |
| <b>Address Line 4:</b>           | Houston, TEXAS 77208-1389  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 058095.000063  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Constance Gall Rhebergen   |                       |                       |
| <b>Signature:</b>                | /constance gall rhebergen/   |                       |                       |
| <b>Date:</b>                     | 03/30/2006   |                       |                       |

OP \$40.00 2269952

**Total Attachments: 7**

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

Reference is made to (i) the Indenture dated as of November 30, 2005 (as amended, extended, renewed, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time, with the same or different Trustee, the "*Indenture*"), among Flag Intermediate Holdings Corporation, a Delaware corporation (together with its successors, "*Holdings*"), Flag Acquisition Corporation, a Delaware corporation ("*Flag Acquisition*"), Wells Fargo Bank, N.A., in its capacity as trustee (together with its successors, the "*Trustee*") and the Collateral Agent, (ii) the Supplemental Indenture dated as of November 30, 2005, among Metals USA, Inc. (together with its successors, the "*Company*"), Holdings, each of the Subsidiaries of the Company identified therein (together with its successors, a "*Subsidiary Guarantor*" and, together with Holdings, the "*Guarantors*"), the Trustee and the Collateral Agent, (iii) the Purchase Agreement dated November 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), among Flag Acquisition, the Company, the Guarantors and the Initial Purchasers and (iv) the Collateral Agreement dated as of November 30, 2005 (as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, the "*Collateral Agreement*"), among the Trustee, the Company, the Guarantors and the Collateral Agent. The Initial Purchasers have agreed to purchase the Initial Notes subject to the terms and conditions set forth in the Purchase Agreement. The obligations of the Initial Purchasers to purchase the Initial Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Issuer will derive substantial benefits from the sale of the Initial Notes to the Initial Purchasers pursuant to the Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Initial Purchasers to purchase the Initial Notes. 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 Collateral Agreement. The rules of construction specified in Section 1.4 of the Collateral 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 Grantor, pursuant to the Collateral 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,

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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. Collateral 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 Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral and the rights, remedies and immunities of the Collateral Agent generally are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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.

SECTION 5. Collateral Agent's Disclaimer. The Collateral Agent makes no representation as to and shall have no responsibility for the validity, sufficiency or enforceability of this Agreement or any Lien purported to be created hereunder or any of the recitals, statements, representations, covenants or agreements contained herein and in no event shall the Collateral Agent be responsible for or have any obligation, duty or

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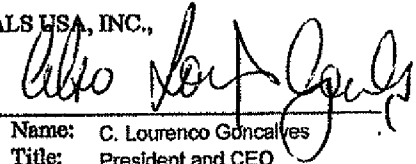
liability with respect to the creation, perfection, priority, maintenance, protection or enforcement of any Lien purported to be created hereunder.

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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 Gonçalves  
Title: President and CEO

*Signature page to the Trademark Security Agreement*

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WELLS FARGO BANK, N.A., as  
Collateral Agent,

by



Name: JOSEPH P. O'DONNELL

Title: VICE PRESIDENT

TRADEMARK

REEL: 003279 FRAME: 0611

**Schedule I**

**Attached**

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**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<br>(expiration date) |

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