TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferguson Metals, Inc.		08/31/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent	
Street Address:	500 West Monroe, 12th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3093946	METALS TO GO

CORRESPONDENCE DATA

Fax Number: (404)602-9050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4000

Email: Ivirts@hunton.com

Correspondent Name: Greta T. Griffith, Esq.

Address Line 1: Hunton & Williams LLP

Address Line 2: Suite 4100, 600 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	65431.4
NAME OF SUBMITTER:	Greta T. Griffith, Esq.
Signature:	/s/Greta T. Griffith
Date:	08/31/2006

TRADEMARK

REEL: 003382 FRAME: 0467

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> TRADEMARK REEL: 003382 FRAME: 0468

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2006, by FERGUSON METALS, INC., an Ohio corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, O'Neal Steel, Inc.("O'Neal"), the other Borrowers signatory thereto, the other Credit Parties signatory thereto, Agent and the other Lenders signatory thereto from time to time, are party to that certain Second Amended and Restated Credit Agreement, dated as of March 4, 2005 (together with all amendments, joinders and other modifications previously made and hereafter made thereto, the "Credit Agreement");

WHEREAS, O'Neal has acquired one hundred percent (100%) of the issued and outstanding capital stock of Grantor, in a transaction to which Agent has consented pursuant to the Credit Agreement;

WHEREAS, as a condition to such consent, Grantor is required to join and become obligated to Agent and Lenders under the terms of the Credit Agreement, the Security Agreement, and the other Loan Documents, as a Borrower and a Credit Party; and

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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "<u>Trademark Collateral</u>"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

Trademark Security Agreement 642569

- (d) 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. <u>SECURITY AGREEMENT</u>. 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]

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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.

FERGUSON METALS, INC., as Grantor

By: Mary Valenta, Assistant Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama) ss.

On this 29th day of August, 2006, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ferguson Metals, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:_____

Name: Matthew N. McAlpine
Title: Duly Authorized Signatory

Trademark Security Agreement

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.

FERGUSON METALS, INC., as Grantor :______ Mary Valenta, Executive Vice President **ACKNOWLEDGMENT OF GRANTOR** STATE OF _____ COUNTY OF ____ On this ____ day of _____, 2006, before me personally appeared Mary Valenta, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ferguson Metals, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation. Notary Public [Notarial Seal] ACCEPTED AND ACKNOWLEDGED BY: GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT $\underline{ TRADEMARKS}$

Mark	Registration No.	Registration Date
METALS TO GO	3,093,946	5/16/2006

RECORDED: 08/31/2006

TRADEMARK REEL: 003382 FRAME: 0473