

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
Carolina Steel Group LLC		06/11/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent (as successor by merger to LaSalle Business Credit, LLC)		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2002311	CS	
Registration Number:	2330705	CAROLINA STEEL	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35317.00.0007/HMM		
NAME OF SUBMITTER:	Holly Miller		

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Signature:	/Holly Miller/
Date:	06/24/2009
Total Attachments: 8 source=Carolina Steel Group - Bank of America Trademark Security Agreement#page1.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page2.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page3.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page4.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page5.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page6.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page7.tif source=Carolina Steel Group - Bank of America Trademark Security Agreement#page8.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 11th day of June, 2009, by Carolina Steel Group LLC, a North Carolina limited liability company ("Grantor") in favor of Bank of America, N.A., as agent (as successor by merger to LaSalle Business Credit, LLC) ("Agent") for itself and the Lenders (as defined in the Loan Agreement) with an office at 135 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

WHEREAS, Grantor, Hirschfeld Steel Group LP, a Texas limited partnership ("Hirschfeld Steel"), Hirschfeld Properties LP, a Texas limited partnership ("Hirschfeld Properties"), Grand Junction Steel LLC, a Texas limited liability company ("Grand Junction"; collectively with Grantor, Hirschfeld Steel and Hirschfeld Properties, the "Borrowers" and each, individually, a "Borrower"), certain other Loan Parties, Agent and Lenders are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Loan Party to Agent of a security interest in certain of its assets, including, without limitation, Grantor's trademarks and trademark applications;

WHEREAS, Grantor and Agent (as successor to LaSalle Business Credit, LLC) are currently parties to a certain Trademark Security Agreement dated as of February 17, 2005 (as amended, restated or otherwise modified, as of the date hereof, the "Original Trademark Security Agreement"); and

WHEREAS, Grantor and Agent desire to amend and restate the Original Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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 have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been abandoned, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than such liens granted to Second Lien Agent pursuant to the Second Lien Credit Documents and other Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no knowledge of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor is duly authorized and empowered to execute and deliver this Security Agreement and perform its obligations hereunder.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the above provisions of this Security Agreement shall automatically apply thereto and Grantor shall advise Agent thereof via delivery of a Compliance Certificate, in accordance with the terms of the Loan

Agreement. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Grantor agrees that upon the occurrence of an Event of Default and during the continuance thereof, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default and during the continuance thereof, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be reasonably necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. Upon the occurrence of an Event of Default and during the continuance thereof, all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Liabilities.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, except if it has reasonably determined that such Trademarks are no longer used or useful in its business and (iii) to ensure that the Trademarks are and remain enforceable, except if it has reasonably determined that such Trademarks are no longer used or useful in its business. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by Grantor.

11. Agent's Right to Sue. After an Event of Default and during the continuance thereof, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and

indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

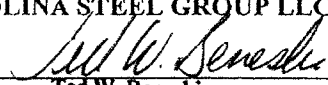
21. Effect of Amendment and Restatement. Upon the date of this Security Agreement, the Original Trademark Security Agreement (and all obligations and rights of any party thereunder), shall be amended and restated by this Security Agreement. No action or inaction by Agent prior to the date of this Security Agreement shall be deemed to have established a course of conduct among the parties hereto. All rights, duties and obligations of the parties to this Security Agreement shall be solely as set forth in this Security Agreement and the Financing Agreements.

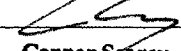
[SIGNATURE PAGES FOLLOW]

Amended and Restated Trademark Security Agreement Signature Page

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

CAROLINA STEEL GROUP LLC

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Conner Searcy
Title: Vice President - Strategy

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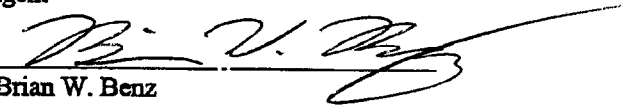
TRADEMARK
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Amended and Restated Trademark Security Agreement Signature Page

Agreed and Accepted as of the date first
written above

BANK OF AMERICA, N.A., as successor
by merger to LaSalle Business Credit, LLC,
as Agent

By: _____


Brian W. Benz
Vice President

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SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
"CS" design	74633384/2002311	9/24/96
"Carolina Steel"	75404745/2330705	3/21/00

TRADEMARK APPLICATIONS

None