TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Niagara Corporation		03/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	1100 North Market Street, Rodney Square North
Internal Address:	c/o Wilmington Trust Company
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2354605	NIAGARA LASALLE

CH $40.00 2354605

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	90355-00005
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/

Date:	04/15/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2010, is made by Niagara Corporation, a Delaware corporation (the "Grantor"), in favor of Wilmington Trust FSB ("Wilmington Trust"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto, and Wilmington Trust, as Administrative Agent and Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of March 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among NIAGARA CORPORATION, a Delaware corporation, NIAGARA LASALLE CORPORATION, a Delaware corporation, LASALLE STEEL COMPANY, a Delaware corporation, RABBIT STEEL CORPORATION, a Delaware corporation, KNIA HOLDINGS, INC., a Delaware corporation, GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation in its capacity as revolving credit collateral agent (including its successors and assigns from time to time, the "Revolving Credit Collateral Agent"), WILMINGTON TRUST FSB, in its capacity as collateral agent for the New Term Loan Lenders (as defined in the Intercreditor Agreement)(including its successors and assigns from time to time, the "New Term Loan Collateral Agent"), and WILMINGTON TRUST FSB, as successor to JPMorgan Chase Bank, NA., in its capacity as the collateral agent for the Existing Term Loan Lenders (as defined in the Intercreditor Agreement)(including its successors and assigns from time to time, the "Existing Term Loan Collateral Agent"), and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 004186 FRAME: 0413

IN WITNESS WHEREOF, the 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.

NIAGARA CORPORATION,
as Grantor

By: _____
Name: Anthony J. Verkruyse
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST FSB,
as Collateral Agent

By: _____
Name: James A. Hanley
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

State of INDIANA)
) ss.
County of LAKE)

On this 27TH day of March, 2010 before me personally appeared Anthony J. Verkruyse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Niagara Corporation, who being by me duly sworn did depose and say that he 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 he acknowledged said instrument to be the free act and deed of said corporation.

Edwina Mierwa
Notary Public

NOTARY PUBLIC SEAL STATE OF INDIANA
EDWINA MIERWA
Lake County
My Commission Expires
January 31, 2015

[Trademark Security Agreement – Niagara Corporation]

IN WITNESS WHEREOF, the 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.

NIAGARA CORPORATION,
as Grantor

By: _____
Name: Anthony J. Verkruyse
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST FSB,
as Collateral Agent

By: _____
Name: James A. Hanley
Title: Vice President

TRADEMARK
REEL: 004186 FRAME: 0416

ACKNOWLEDGMENT OF COLLATERAL AGENT

State of Delaware)
) ss.
County of New Castle)

On this 26 day of March, 2010 before me personally appeared James A. Hanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wilmington Trust FSB, who being by me duly sworn did depose and say that he is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said bank.

Dianne M. Bruton
Notary Public

DIANNE M. BRUTON
MY COMMISSION
EXPIRES
NOV. 27, 2011
NOTARY PUBLIC
STATE OF DELAWARE

DIANNE M. BRUTON
Notary Public - State of Delaware
My Comm. Expires Nov. 27, 2011

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Grantor	Trademark	Jurisdiction	Reg. No.
Niagara Corporation	Niagara Logo	Canada	543027
Niagara Corporation	Niagara Logo	European Community	859389
Niagara Corporation	NIAGARA LASALLE & LOGO	United States	2354605

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES (TRADEMARKS)

None.