

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
Olympic Steel, Inc.		06/30/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of American, N.A., as Agent
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	a national association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2994499	OLY-FLATBRITE

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2698
 Email: magalini.rizakos@lw.com
 Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
 Address Line 1: 233 South Wacker Drive, Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/30/2010

Total Attachments: 5
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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the other Secured Parties (as each such term is defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of June 30, 2010, as amended ("Loan Agreement"), among **OLYMPIC STEEL, INC.**, an Ohio corporation ("Olympic Steel"), **OLYMPIC STEEL LAFAYETTE, INC.**, an Ohio corporation ("Olympic Lafayette"), **OLYMPIC STEEL MINNEAPOLIS, INC.**, a Minnesota corporation ("Olympic Minneapolis"), **OLYMPIC STEEL IOWA, INC.**, an Iowa corporation ("Olympic Iowa"), **OLY STEEL WELDING, INC.**, a Michigan corporation ("Oly Welding"), **OLY STEEL NC, INC.**, a Delaware corporation ("Oly NC"), **TINSLEY GROUP-PS&W, INC.**, a North Carolina corporation ("Tinsley Group"), **IS ACQUISITION, INC.**, an Ohio corporation ("IS Acquisition"), and together with Olympic Steel, Olympic Lafayette, Olympic Minneapolis, Olympic Iowa, Oly Welding, Oly NC and Tinsley Group, collectively, the "Borrowers"), the Agent, the Issuing Bank (as defined therein) and the Lenders, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Loan Agreement and have agreed to execute and deliver this Trademark Security Agreement pursuant thereto;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such 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 such Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all Licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and

3. 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1501(c) or 15 U.S.C. § 1501(d), respectively, of if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Loan 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 Loan Agreement and is not intended to increase the obligations of each Grantor beyond the rights and obligations contained in the Loan Agreement. Each 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. 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 6. 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 Illinois.

Section 7. Termination and Release of Liens. The security interests granted herein shall terminate in accordance with the terms of the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

OLYMPIC STEEL, INC., as Grantor

By: 

Name: Richard T. Marabito

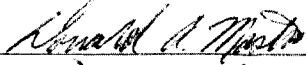
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

*SIGNATURE PAGE TO THE
TRADEMARK SECURITY AGREEMENT*

**TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Agent

By: 
Name: DONALD A. MASTRO
Title: SVP

*SIGNATURE PAGE TO THE
TRADEMARK SECURITY AGREEMENT*

**TRADEMARK
REEL: 004234 FRAME: 0599**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
OLY- FLATBRITE	Olympic Steel, Inc.	Registered	2994499	09/13/05