

# 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>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Plymouth Steel Corporation</td> <td></td> <td>06/22/2010</td> <td>CORPORATION: MICHIGAN</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Plymouth Steel Corporation		06/22/2010	CORPORATION: MICHIGAN							
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<b>RECEIVING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;"><b>Name:</b></td><td>Wilmington Trust FSB</td></tr> <tr><td><b>Street Address:</b></td><td>1100 North Market Street, Rodney Square North</td></tr> <tr><td><b>Internal Address:</b></td><td>c/o Wilmington Trust Company</td></tr> <tr><td><b>City:</b></td><td>Wilmington</td></tr> <tr><td><b>State/Country:</b></td><td>DELAWARE</td></tr> <tr><td><b>Postal Code:</b></td><td>19890</td></tr> <tr><td><b>Entity Type:</b></td><td>Federal Savings Bank: UNITED STATES</td></tr> </table>	<b>Name:</b>	Wilmington Trust FSB	<b>Street Address:</b>	1100 North Market Street, Rodney Square North	<b>Internal Address:</b>	c/o Wilmington Trust Company	<b>City:</b>	Wilmington	<b>State/Country:</b>	DELAWARE	<b>Postal Code:</b>	19890	<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES	
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<b>PROPERTY NUMBERS Total: 1</b>															
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<b>CORRESPONDENCE DATA</b>															
Fax Number: (949)475-4754 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> 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															
<b>ATTORNEY DOCKET NUMBER:</b>	98520-00014														
<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann														
<b>Signature:</b>	/stephanie s. kann/														

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**TRADEMARK**  
**REEL: 004236 FRAME: 0666**

CH \$40.00 2598834

Date:

07/02/2010

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2010, is made by Plymouth Steel Corporation, a Michigan 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.

WITNESSETH:

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]

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.

PLYMOUTH STEEL CORPORATION,  
as Grantor

By:   
Name: Anthony J. Verkruyse  
Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST FSB,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

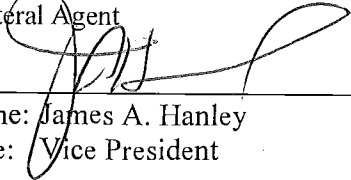
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PLYMOUTH STEEL CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name: Anthony J. Verkruyse  
Title: Assistant 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

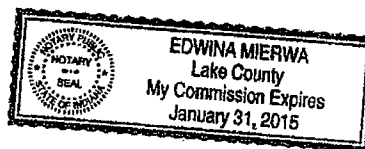
State of INDIANA )

County of LAKE )

ss.

On this 18 day of June, 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 Plymouth Steel 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



[Trademark Security Agreement – Plymouth Steel Corporation]

TRADEMARK  
REEL: 004236 FRAME: 0672

ACKNOWLEDGMENT OF COLLATERAL AGENT

State of Delaware )

County of New Castle )

ss.

On this 22 day of June, 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.

Leah M. Walker  
Notary Public



LEAH M. WALKER  
Notary Public - State of Delaware  
My Comm. Expires March 31, 2014



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
Plymouth Steel Corporation	Trademark in the form of a suit of armor for use with Carbon and Alloy Drawn Steel	United States	2,598,834

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES (TRADEMARKS)

None.