

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
Metals USA Building Products, L.P.		12/17/2010	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3742837	ILLUMAVIEW
Registration Number:	3399300	A ALLMET ROOFING PRODUCTS
Registration Number:	3489613	A ALLMET
Registration Number:	3489569	ALLMET
Registration Number:	3351589	RHINO - PAN
Registration Number:	3351588	RHINO-PAN
Registration Number:	3481528	ELITEWOOD
Registration Number:	3686476	ENERGY-LOC
Registration Number:	3427414	SOLARX
Registration Number:	3012425	STONEWOOD SHAKE
Registration Number:	2422541	TAI

CORRESPONDENCE DATA

Fax Number: (212)504-6666

900179739

**TRADEMARK
 REEL: 004440 FRAME: 0938**

CH \$290.00 3742837

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

Phone: 212-504-6526
Email: anna.erenburg@cwt.com
Correspondent Name: Anna Erenburg
Address Line 1: Cadwalader, Wickersham & Taft LLP
Address Line 2: One World Financial Center
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	92176.001
NAME OF SUBMITTER:	Anna Erenburg
Signature:	/Anna Erenburg/
Date:	12/23/2010

Total Attachments: 4
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

dated as of December 17, 2010, among METALS USA BUILDING PRODUCTS, L.P. (the "**Borrower**") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "**Collateral Agent**")

Reference is made to the certain Amended and Restated Loan and Security Agreement, dated as of December 17, 2010, (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Flag Intermediate Holdings Corporation, a Delaware corporation, Metals USA, Inc., a Delaware corporation, each Subsidiary of Metals USA, Inc. party thereto, the lenders from time to time party thereto ("**Lenders**"), Bank of America, N.A., as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), and the Collateral Agent. The Lenders have agreed to extend credit to Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein shall have the meaning assigned to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Credit Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all of the following assets and property now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title, or interest, other than Excluded Assets (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, trade styles, trade dress, and designs, all registration and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, including trademarks listed on Schedule 1 hereto, and all extensions or renewals thereof; and

(b) all goodwill associated with or symbolized by the trademarks listed on Schedule 1.

SECTION 3. Recordation of Security Interest. Notwithstanding anything to the contrary in this Trademark Security Agreement or in the Credit Agreement, (a) Borrower shall not be obligated to file and record, or pay for the filing and recordation of, security interest granted in this Trademark Security Agreement and in the Credit Agreement for Trademark Collateral for which a security interest was previously recorded pursuant to that certain Loan and Security Agreement and the prior Trademark Security Agreement, both agreements dated as of

November 30, 2005, with the United States Patent and Trademark Office or any similar offices in any State of the United States or any foreign country; and (b) Borrower's obligation to file and record the security interest granted hereunder and under the Credit Agreement shall be limited to and satisfied by filing this Trademark Security Agreement with the United States Patent and Trademark Office only for Trademark Collateral identified on Schedule 1 hereto.

SECTION 4. Credit Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to the Credit Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. With the exception of Section 3 herein, in the event of any conflict between the terms of this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Intercreditor Agreement. REFERENCE IS MADE TO THE LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 30, 2005, AMONG BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES REFERRED TO THEREIN; WELLS FARGO BANK, N.A., AS TRUSTEE, WELLS FARGO BANK, N.A., AS NOTEHOLDER COLLATERAL AGENT; FLAG ACQUISITION CORPORATION; AND THE SUBSIDIARIES OF METALS USA, INC. NAMED THEREIN (THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 6. Purpose. This Trademark Security Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office and equivalent thereof in any other country.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of page intentionally left blank; signature page follows.)

METALS USA BUILDING PRODUCTS, L.P.

By: Allmet GP, Inc., its General Partner

By: Daniel L. Henneke

Name: Daniel L. Henneke

Title: Treasurer

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004440 FRAME: 0942

SCHEDULE 1 – TRADEMARK SECURITY AGREEMENT
REGISTERED TRADEMARKS

No.	Mark	Owner	Country	Serial No.	Registration Date	Registration No.
1	ILLUMAVIEW	Metals USA Building Products, L.P.	U.S.	77/291,204	01/26/2010	3,742,837
2	A ALLMET ROOFING PRODUCTS & Design	Metals USA Building Products, L.P.	U.S.	77/189,290	03/18/2008	3,399,300
3	A ALLMET & Design	Metals USA Building Products, L.P.	U.S.	77/157,858	08/19/2008	3,489,613
4	ALLMET	Metals USA Building Products, L.P.	U.S.	77/150,785	08/19/2008	3,489,569
5	RHINO-PAN & Design	Metals USA Building Products, L.P.	U.S.	77/141,082	12/11/2007	3,351,589
6	RHINO-PAN	Metals USA Building Products, L.P.	U.S.	77/141,073	12/11/2007	3,351,588
7	ELITEWOOD	Metals USA Building Products, L.P.	U.S.	77/141,066	08/05/2008	3,481,528
8	ENERGY-LOC	Metals USA Building Products, L.P.	U.S.	77/076,977	09/22/2009	3,686,476
9	SOLARX	Metals USA Building Products, L.P.	U.S.	77/018,788	05/13/2008	3,427,414
10	STONEWOOD SHAKE	Metals USA Building Products, L.P.	U.S.	75/728,375	11/08/2005	3,012,425
11	TAI	Metals USA Building Products, L.P.	U.S.	75507729	01/23/2001	2422541