

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
JOHN MANEELY COMPANY		03/11/2011	CORPORATION: PENNSYLVANIA
Atlas (USA) Holding Inc.		03/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, NA, as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3776022	ECO-POLE
Registration Number:	2367334	
Registration Number:	2093192	BLUE DIAMOND
Registration Number:	1942088	
Registration Number:	3030309	MIC SHIELD
Serial Number:	85149778	
Serial Number:	85149675	
Serial Number:	85148484	WHEATLAND
Serial Number:	85149828	WHEATLAND TUBE

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 614-280-3303

900186526

**TRADEMARK
 REEL: 004498 FRAME: 0679**

OP \$240.00 3776022

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	03/16/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated March 11, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of March 11, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "*ABL Credit Agreement*"), was entered into by and among John Maneely Company, a Pennsylvania corporation (the "*Borrower*"), JMC Steel Group, Inc., a Delaware corporation ("*Holdings*"), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors in such capacity, the "*Administrative Agent*"). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, each Pledgor has executed and delivered that certain Security Agreement dated March 11, 2011 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*"):

the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

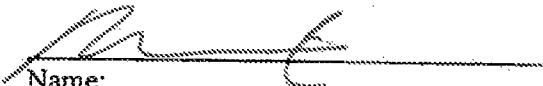
JOHN MANEELY COMPANY

By: 
Name:
Title:

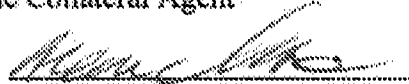
ATLAS (USA) HOLDING INC.

By: 
Name:
Title:

ATLAS ABC CORPORATION

By: 
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: 

Name:
Title: Kevin Chichoster
Vice President

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
JOHN MANEELY COMPANY	3776022	ECO-POLE
JOHN MANEELY COMPANY	2367334	BLUE PIPE DESIGN
JOHN MANEELY COMPANY	2093192	BLUE DIAMOND
JOHN MANEELY COMPANY	1,942,088	DESIGN (Metal Pipes)
JOHN MANEELY COMPANY	3,030,309	MIC SHIELD

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
JOHN MANEELY COMPANY	85149778	JOHN MANEELY COMPANY CIRCLES LOGO
Atlas (USA) Holding Inc.	85149675	Atlas Squares Logo
Wheatland Tube Company d/b/a JOHN MANEELY COMPANY	85148484	WHEATLAND
Wheatland Tube Company d/b/a JOHN MANEELY COMPANY	85149828	WHEATLAND TUBE and Sheaf Design

OTHER TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Atlas ABC Corporation	Registered TMA475954	Canada	KLEENKOTE
Atlas ABC Corporation	Registered TMA 712712	Canada	REDKOTE DESIGN
Atlas ABC Corporation	Registered TMA490152	Canada	Welded Tube Co. of America
Atlas ABC Corporation	Registered TMA 484249	Canada	WTC & Design
JOHN MANEELY COMPANY	Registered TMA 721710	CANADA	MIC SHIELD

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
JOHN MANEELY COMPANY	490,152	CANADA	WELDED TUBE CO. OF AMERICA
JOHN MANEELY COMPANY	497,271	CANADA	ATLAS TUBE
JOHN MANEELY COMPANY	1315340	CANADA	REDKOTE DESIGN
JOHN MANEELY COMPANY	475,954	CANADA	KLEENKOTE
JOHN MANEELY COMPANY	1427493	CANADA	ECO-POLE