

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|---------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SOUTHWEST STAINLESS, L.P. | | 11/06/2012 | LIMITED PARTNERSHIP: DELAWARE |
| MAIN STEEL POLISHING COMPANY, INC. | | 11/06/2012 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent | | |
| Street Address: | 50 South Sixth Street, Suite 1290 | | |
| Internal Address: | c/o Global Corp. Capital Markets | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2095142 | SOUTHWEST STAINLESS | |
| Registration Number: | 2099246 | MULTALLOY | |
| Registration Number: | 3212058 | M MAIN STEEL | |
| Registration Number: | 3692267 | THE FINISH IS JUST THE START... | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048152424 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 404-815-2231 | | |
| Email: | carolfraser@paulhastings.com | | |
| Correspondent Name: | Carol Fraser, Corporate Paralegal | | |
| Address Line 1: | 1170 Peachtree Street, NE | | |
| Address Line 2: | Suite 100 | | |

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:

Carol Fraser

Signature:

//Carol Fraser//

Date:

11/06/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2012, is made by each entity listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association (“Trustee”), as Collateral Agent under the Indenture described below (in such capacity, together with its successors and permitted assigns, “Collateral Agent”).

WITNESSETH:

WHEREAS, the Issuers, certain of the Issuers’ subsidiaries, and the Collateral Agent have, entered into that certain Indenture dated as of November 6, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”);

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of November 6, 2012, in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Collateral Agent to enter into the Indenture Documents, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security 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 Secured Obligations, hereby grants to Collateral 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:

(a) the Trademarks (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 or result in the voiding of such intent-to-use trademark applications under applicable federal law) listed on Schedule 1 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, such responsibility to be exercised in such Grantor's sole discretion except as otherwise required by the Security Agreement, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the Indenture Collateral Documents and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of November 6, 2012, by and between: (i) Wilmington Trust, National Association, as Collateral Agent (and its successors and assigns), for the benefit of the holders from time to time of the Indenture Obligations (as defined therein) and (ii) General Electric Capital Corporation, as ABL Administrative Agent (and its successors and assigns), for the benefit of the holders from time to time of the ABL Facility Claims (as defined therein) (as may be amended, restated, modified or supplemented or replaced, from time to time in accordance therewith, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

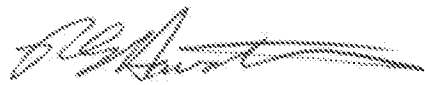
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

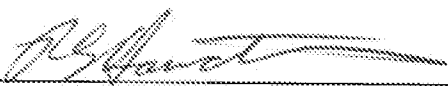
[Signature page follows]

IN WITNESS WHEREOF, each 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.

SOUTHWEST STAINLESS, L.P.,
as Grantor

By: 
Name: Rick Hawthorne
Title: Vice President and Treasurer

MAIN STEEL POLISHING COMPANY, INC.,
as Grantor

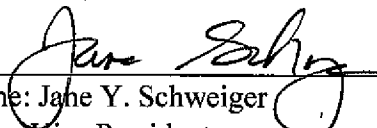
By: 
Name: Rick Hawthorne
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004895 FRAME: 0083

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Jane Y. Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004895 FRAME: 0084

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Title | Country | Registration Number | Owner | Date |
|---------------------------------|---------|---------------------|------------------------------------|-----------|
| Southwest Stainless | USA | 2095142 | Southwest Stainless, L.P. | 9/9/1997 |
| Multalloy | USA | 2099246 | Southwest Stainless, L.P. | 9/23/1997 |
| M MAIN STEEL | USA | 3212058 | Main Steel Polishing Company, Inc. | 2/27/2007 |
| THE FINISH IS JUST THE START... | USA | 3692267 | Main Steel Polishing Company, Inc. | 10/6/2009 |

2. TRADEMARKS APPLICATIONS

None.