

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
i-Solutions Direct, Inc.		12/14/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, AG, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2493413	I-SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-859-8000		
<b>Email:</b>	teas@friedfrank.com,henry.lebowitz@friedfrank.com		
<b>Correspondent Name:</b>	Henry Lebowitz		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried Frank LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	33994-1 LEBOWITZ		
<b>NAME OF SUBMITTER:</b>	Henry Lebowitz		
<b>Signature:</b>	/HCL/		

CH \$40.00 2493413

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**TRADEMARK**  
 REEL: 004919 FRAME: 0845

Date:

12/14/2012

**Total Attachments: 5**

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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**, (this "Agreement") dated as of December 14, 2012, among i-SOLUTIONS DIRECT, INC., a Delaware corporation (the "Company"), and CREDIT SUISSE AG, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (i) the Credit Agreement dated as of December 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Metals USA, Inc., a Delaware corporation ("Metals USA"), Flag Intermediate Holdings Corporation, a Delaware corporation (together with its successors, "Holdings"), Credit Suisse AG, as administrative agent (in such capacity, the "Administrative Agent") and the Lenders party thereto from time to time, and (ii) the Collateral Agreement dated as of December 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Metals USA, Holdings, the subsidiary grantors listed therein (including the Company) and the Collateral Agent. The Lenders have agreed to make Loans subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make the Loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Company will derive substantial benefits from the Loans pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.04 of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Company, pursuant to the Collateral Agreement, hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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"):

(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(ii) all goodwill associated with or symbolized by the Trademarks;

(iii) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(v) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

3. Recordation. The Company hereby authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral and the rights, remedies and immunities of the Collateral Agent generally are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein (including Section 8.16 of the Collateral Agreement). In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

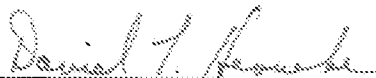
5. Intercreditor Agreement. REFERENCE IS MADE TO THE LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 14, 2012, AMONG BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES REFERRED TO THEREIN, CREDIT SUISSE, AG, AS COLLATERAL AGENT FOR THE TERM FACILITY SECURED PARTIES REFERRED TO THEREIN, FLAG INTERMEDIATE HOLDINGS CORPORATION, METALS USA, INC., 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.

6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

7. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

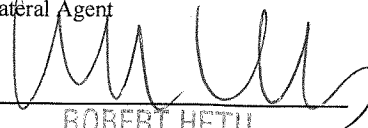
I-SOLUTIONS DIRECT, INC.

By:   
Name: Daniel L. Henneke  
Title: Treasurer

*Signature Page to the Trademark Security Agreement (i-Solutions Direct, Inc.)*

**TRADEMARK**  
**REEL: 004919 FRAME: 0849**

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Collateral Agent

By:   
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By:   
Name: Alex Verdone  
Title: Associate

*Signature Page to the Trademark Security Agreement (i-Solutions Direct, Inc.)*

SCHEDULE I: TRADEMARKS

Owner	Mark	Country	Serial No.	Registration Date	Registration No.
i-Solutions Direct, Inc.	I-SOLUTIONS	U.S.	75/837,302	09/25/01	2,493,413

*Schedule I to the Trademark Security Agreement (i-Solutions Direct, Inc.)*

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