

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 |
| AF Gloenco Inc | | 12/19/2012 | CORPORATION: DELAWARE |
| Taoer-Lok Corporation | | 12/19/2012 | CORPORATION: DELAWARE |
| NRG Manufacturing, Inc. | | 12/19/2012 | CORPORATION: TEXAS |
| Allpoints Oilfield Services LLC | | 12/19/2012 | LIMITED LIABILITY COMPANY: TEXAS |
| Steel Industries Inc. | | 12/19/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas, as collateral agent | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1738678 | STEEL INDUSTRIES INC. SERVING AMERICAN INDUSTRY SINCE 1913 | |
| Registration Number: | 1384951 | TAPER-LOK | |
| Registration Number: | 3938056 | NRG MANUFACTURING | |
| Registration Number: | 3938069 | DYNAFAB CORPORATION | |
| Registration Number: | 3859800 | ALLPOINTS | |
| Serial Number: | 85606501 | SHRINKFAST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2122305199 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

CH \$165.00 1738678

via US Mail.

Phone: 212-318-6518
Email: terrenceboyle@paulhastings.com
Correspondent Name: Terrence G. Boyle c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 78654.00006 |
| NAME OF SUBMITTER: | Terrence G. Boyle |
| Signature: | /Terrence G. Boyle/ |
| Date: | 12/20/2012 |

Total Attachments: 50

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TRADEMARK

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FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among AF GLOENCO INC., a Delaware corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the 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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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 Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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 Security Agreement. Grantor 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 Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

AF GLOENCO INC.,
as Grantor

By: *James H. Coulter*
Name:
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President

By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|-------------|----------------|---|------------------------------------|
| SHRINKFAST | United States | AF Gloenco-Shrinkfast Division 452 Sunapee Street Newport, NH 03773 | SN:85-606501 |

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among AF GLOENCO INC., a Delaware corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the 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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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:

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all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and


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[Remainder of this page intentionally left blank]

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

AF GLOENCO INC.,
as Grantor

By: 
Name:
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name:

Title: Michael Getz

Vice President

By: 

Name:

Title: Erin Morrissey

Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|-------------|----------------|---|------------------------------------|
| SHRINKFAST | United States | AF Gloenco-Shrinkfast Division 452 Sunapee Street Newport, NH 03773 | SN:85-606501 |

FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among ALLPOINTS OILFIELD SERVICES LLC, a Texas limited liability company (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the 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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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:

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all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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

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[Remainder of this page intentionally left blank]

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

ALLPOINTS OILFIELD SERVICES LLC,
as Grantor

By: *James N. Caulld*
Name:
Title: Authorized Signatory

[Signature Page to First Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0211

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President


By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|---|----------------|---|------------------------------------|
| ALLPOINTS and Design  | United States | Allpoints Oilfield Services LLC (Texas Limited Liability Company) 9710 Telge Road Houston, Texas 77095 | SN:77-940597 RN:3,859,800 |

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among ALLPOINTS OILFIELD SERVICES LLC, a Texas limited liability company (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

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

ALLPOINTS OILFIELD SERVICES LLC,
as Grantor

By: James N. Lamb
Name:
Title: Authorized Signatory

[Signature Page to Second Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0216

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name:

Title: Michael Getz

Vice President

By: 

Name:


Title: Erin Morrissey

Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

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| ALLPOINTS and Design  | United States | Allpoints Oilfield Services LLC (Texas Limited Liability Company) 9710 Telge Road Houston, Texas 77095 | SN:77-940597 RN:3,859,800 |

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NRG MANUFACTURING, INC.,
as Grantor

By: *James N. Cault*
Name:
Title: Authorized Signatory

[Signature Page to First Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0221

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President



By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

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United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|--|----------------|-------------------------|------------------------------------|
| NRG MANUFACTURING  | United States | NRG Manufacturing, Inc. | SN: 85109647 RN: 3938056 |
| DYNAFAB CORPORATION  | United States | NRG Manufacturing, Inc. | SN: 85113437 RN: 3938069 |

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among NRG MANUFACTURING, INC., a Texas corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the 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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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 Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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 Security Agreement. Grantor 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 Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

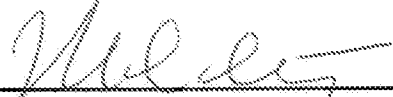
NRG MANUFACTURING, INC.,
as Grantor

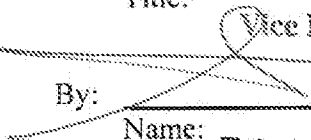
By: *James M. Caultel*
Name:
Title: Authorized Signatory

[Signature Page to Second Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0226

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent



By: 
Name: _____
Title: Michael Getz
Vice President

By: 
Name: _____
Title: Erin Morrissey
Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
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| NRG MANUFACTURING  | United States | NRG Manufacturing, Inc. | SN: 85109647 RN: 3938056 |
| DYNAFAB CORPORATION  | United States | NRG Manufacturing, Inc. | SN: 85113437 RN: 3938069 |

FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among STEEL INDUSTRIES INC., a Delaware corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the 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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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 Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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

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[Remainder of this page intentionally left blank]

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

STEEL INDUSTRIES INC.
as Grantor

By: *James P. Coulter*
Name:
Title: Authorized Signatory

[Signature Page to First Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0231

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President


By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|---|--------------------------|--|---|
| <p>STEEL INDUSTRIES INC. SERVING AMERICAN INDUSTRY SINCE 1913 and Design</p>  <p>Disclaimer: "STEEL INDUSTRIES INC.", "SERVING AMERICAN INDUSTRY" AND "SINCE 1913"</p> | <p>United States</p> | <p>Steel Industries, Inc. (Michigan Corp.) 12600 Beech Daly Road Detroit, Michigan 48239</p> | <p>SN:74-123535 RN:1,738,678</p> |

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among STEEL INDUSTRIES INC., a Delaware corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

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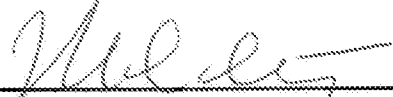
STEEL INDUSTRIES INC.,
as Grantor

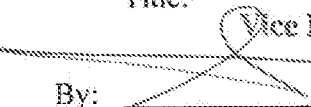
By: *James R. Cable*
Name:
Title: Authorized Signatory

[Signature Page to Second Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0236

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent


By: 
Name: _____
Title: Michael Getz
Vice President

By: 
Name: _____
Title: Erin Morrissey
Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
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| <p>STEEL INDUSTRIES INC. SERVING AMERICAN INDUSTRY SINCE 1913 and Design</p>  <p>Disclaimer: "STEEL INDUSTRIES INC.", "SERVING AMERICAN INDUSTRY" AND "SINCE 1913"</p> | <p>United States</p> | <p>Steel Industries, Inc. (Michigan Corp.) 12600 Beech Daly Road Detroit, Michigan 48239</p> | <p>SN:74-123535 RN:1,738,678</p> |

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[Remainder of this page intentionally left blank]

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

TAPER-LOK CORPORATION,
as Grantor

By: *James N. Cault*
Name:
Title: Authorized Signatory

[Signature Page to First Lien Short Form Trademark Security Agreement]

TRADEMARK
REEL: 004926 FRAME: 0241

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President

By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|-------------|----------------|--|------------------------------------|
| TAPER-LOK | United States | Taper-Lok Corporation (Texas Corp.) 3770 Industrial Road Houston, Texas 77015 | SN:73-423345 RN:1,384,951 |

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By: James N. Caulto
Name:
Title: Authorized Signatory

[Signature Page to Second Lien Short Form Trademark Security Agreement]

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name:

Title: Michael Getz

Vice President

By: 

Name:

Title: Erin Morrissey

Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

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