### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Credit Suisse AG		07/08/2013	The Cayman Islands branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND	

#### **RECEIVING PARTY DATA**

Name:	Metals USA Inc.	
Street Address:	2400 E. Commercial Blvd.	
Internal Address:	Suite 905	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33308	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2269952	METALS USA

#### **CORRESPONDENCE DATA**

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

800-927-9801 x 62348 Phone: Email: jpaterso@cscinfo.com

Correspondent Name: **Corporation Service Company** Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 716975-20

NAME OF SUBMITTER: Jean Paterson

> TRADEMARK **REEL: 005065 FRAME: 0328**

900260079

Signature:	/jep/
Date:	07/08/2013
Total Attachments: 6 source=7-8-13 Credit Suisse-Metals USA-T	M#page2.tif M#page3.tif M#page4.tif M#page4.tif

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# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This Release of Security Interest in Trademark Collateral (the "Release"), effective as of July 8, 2013, is made by CREDIT SUISSE AG, as collateral agent (the "Secured Party"; and in such capacity, the "Collateral Agent") in favor of METALS USA INC. (the "Grantor"), as follows:

#### WITNESSETH

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 agreed to make Loans subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, the obligations of the Lenders to make the Loans were conditioned upon, among other things, the Grantor's execution and delivery of that certain Trademark Security Agreement between the Secured Party and the Grantor dated as of December 14, 2012 (the "Security Agreement") and recorded at the United States Patent and Trademark Office on, December 14, 2012 at Reel 4919, Frame 0698, pursuant to which the Grantor granted to the Secured Party a security interest in the Trademark Collateral (as defined in the Security Agreement), including, without limitation, the trademark applications and registrations set forth on Schedule 1; and

WHEREAS, the Secured Party desires to release the security interest in and to all Trademark Collateral of the Grantor and the Guarantors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees, for the benefit of the Guarantors and the Grantor as follows:

- 1. <u>Release of Security Interest</u>. In consideration of the satisfaction of all obligations secured thereby, the Secured Party hereby RELEASES AND DISCHARGES all of its security interests in all of the Guarantors' and Grantor's title and interest in and to the Trademark Collateral, regardless of where located.
- 2. <u>Defined Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Collateral Agreement also apply to this Agreement.
- 3. <u>Authorization</u>. The parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States, and the corresponding entities, agencies, or authorities in any applicable foreign countries, record this release of security interest in the Trademark Collateral.

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## 4. Miscellaneous.

- (a) <u>Counterparts</u>. This Release may be executed in counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
- (b) <u>Governing Law.</u> THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: / Name:

Title:

KEVIN BUDDHDEW AUTHORIZED SIGNATORY

By:

Name: ALEX VERDONE
Title: AUTHORIZED SIGNATORY

# Schedule I to Release of Security Interest in Trademark Collateral

(Metals USA, Inc.)

Owner	Mark	Country	Serial No.	Registration	TAT SIGHT WINGER
Metals USA, Inc.	METALS USA	U.S.	75/321,331	08/10/99	2,269,952

Schedule I-1

**RECORDED: 07/08/2013** 

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