

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Metalico, Inc.		11/21/2013	CORPORATION: DELAWARE
Mayco Industries, Inc.		11/21/2013	CORPORATION: ALABAMA
Metalico-Granite City, Inc.		11/21/2013	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	TPG Specialty Lending, Inc., as agent
Street Address:	888 7th Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1149745	LAWRENCE BRAND
Registration Number:	1149746	THE SHOT OF CHAMPIONS
Registration Number:	2635254	MAYCO
Registration Number:	3901664	EGS EARTH GREEN SHOT
Registration Number:	4334623	MAYCOAT
Registration Number:	4363868	METALICO
Registration Number:	4378989	METALICO

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-756-2132

CH \$190.00 1149745

Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464-0030
NAME OF SUBMITTER:	Scott Kareff (079464-0030)
Signature:	/kc for sk/
Date:	11/27/2013

**Total Attachments: 5**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Metalico, Inc. and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated November 21, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG Specialty Lending, Inc., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

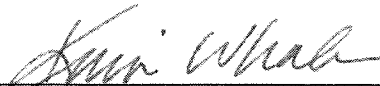
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IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2013.

GRANTORS:

METALICO, INC.  
MAYCO INDUSTRIES, INC.  
METALICO-GRANITE CITY, INC.


By:



Kevin Whalen  
Authorized Representative

Accepted and acknowledged by:

TPG SPECIALTY LENDING, INC.,  
as Agent

By 





Name: Michael Fishman

Title: CEO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks (all US)

	<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
(A)	Metalico-Granite City, Inc.	LAWRENCE BRAND (word mark)	1,149,745	October 4, 1978	March 31, 1981
(B)	Metalico-Granite City, Inc.	THE SHOT OF CHAMPIONS (word mark)	1,149,746	October 4, 1978	March 31, 1981
(C)	Mayco Industries, Inc.	MAYCO (word mark)	2,635,254	February 25, 2002	October 15, 2002
(D)	Mayco Industries, Inc.	EARTH GREEN SHOT	3,901,664	September 30, 2009	January 4, 2011
(E)	Mayco Industries, Inc.	MAYCOAT	4,334,623	September 20, 2012	May 14, 2013
(F)	Metalico, Inc.	METALICO (word mark)	4,363,868	October 11, 2012	July 9, 2013
(G)	Metalico, Inc.	METALICO (Two crescent-shaped figures, with one positioned horizontally and the other vertically. They intersect and are positioned to the left of the literal element “METALICO.”)	4,378,989	October 11, 2012	August 6, 2013

(A)	 <p><i>(No ® in art)</i></p>
(B)	<p><b>THE SHOT OF CHAMPIONS</b></p>
(C)	<p><b>MAYCO</b></p>
(D)	 <p>EARTH GREEN SHOT</p>
(E)	 <p>MayCoat</p>
(F)	<p><b>METALICO</b></p>
(G)	 <p>Metalico</p>