

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Steel, Inc.		01/21/2014	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA	
Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
Internal Address:	22nd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3600905	ALLIANCE
Registration Number:	3604909	ALLIANCE

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202 663-7271
Email:	thomas.brooke@hklaw.com, ptdocketing@hklaw.com
Correspondent Name:	Thomas W. Brooke
Address Line 1:	800 17th Street, NW
Address Line 2:	Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	622304.00056
NAME OF SUBMITTER:	Thomas W. Brooke

OP \$65.00 3600905

Signature:	/Thomas W. Brooke/
Date:	01/21/2014
Total Attachments: 7 source=Alliance Trademark Security Agreement#page1.tif source=Alliance Trademark Security Agreement#page2.tif source=Alliance Trademark Security Agreement#page3.tif source=Alliance Trademark Security Agreement#page4.tif source=Alliance Trademark Security Agreement#page5.tif source=Alliance Trademark Security Agreement#page6.tif source=Alliance Trademark Security Agreement#page7.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 21, 2014 (this "Security Agreement"), is made by ALLIANCE STEEL, INC., an Oklahoma corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, ACI Building Systems, LLC, a Delaware limited liability company (formerly known as ACI Building Systems, Inc.) ("ACI"), AIM Metals, LLC, a Delaware limited liability company ("AIM") and together with Grantor and ACI, each a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the lenders from time to time party thereto, the issuing bank party thereto and the Administrative Agent have entered into a First Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 21, 2014 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Borrowers and certain Affiliates of the Borrowers have entered into the First Amended and Restated Guaranty and Security Agreement, dated as of January 21, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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, the Grantor hereby mortgages, pledges, hypothecates and assigns to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or hereafter acquired, and whether now existing or hereafter arising (the "Trademark Collateral"):

(i) all Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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. Guaranty and Security Agreement. The assignment made, and security interest granted, pursuant to this Security Agreement is made and granted in conjunction with the assignment made, and security interest granted, to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Administrative Agent or any other Secured Party, the Grantor further agrees that the Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action deemed by the Administrative Agent to be necessary or desirable in connection with, the rights of Grantor with respect to all Trademarks and Trademark Licenses.

SECTION 5. Counterparts. This 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. This Security Agreement may be executed by facsimile signature or other electronically transmitted signature and a facsimile signature or other electronically transmitted signature shall constitute an original for all purposes.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia (without giving effect to the conflict of law principles thereof).

SECTION 7. Miscellaneous. This Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and the other Secured Parties, the permitted future holders of the Loans (as defined in the Loan Agreement), and their respective successors and permitted assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent and the Lenders. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.2 of the Loan Agreement. Any provision of this Security Agreement held to be invalid, illegal or unenforceable in any

jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity, illegality or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction. The Grantor hereby expressly waives notice of acceptance of this Security Agreement, acceptance on the part of the Administrative Agent and the other Secured Parties being conclusively presumed by their request for this Security Agreement and delivery of the same to the Administrative Agent.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer or other authorized signatory as of the date first set forth above.

ALLIANCE STEEL, INC.

By: SRB
Name: Steven R. Brown
Title: Vice President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name: Tighe A. Ittner
Title: Vice-President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer or other authorized signatory as of the date first set forth above.

ALLIANCE STEEL, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: *Tighe A. Ittner*
Name: Tighe A. Ittner
Title: Vice-President

Signature Page to
Trademark Security Agreement

#27140951

TRADEMARK
REEL: 005197 FRAME: 0320

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)
) ss.
County of Cook)

On this ___ day of January, 2014 before me personally appeared Steven R. Brown, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alliance Steel, Inc., who being by me duly sworn did depose and say that such person is an authorized officer or other authorized signatory of said company.



Cyndi Lasik
Notary Public

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

ALLIANCE

Serial No.: 77-225,849

Reg. No.: 3,600,905

Reg. Date: 04/07/2009



Serial No.: 77-225,637

Reg. No.: 3,604,909

Reg. Date: 04/14/2009

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.