

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/21/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.M. Castle & Co.		03/21/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	A.M. Castle & Co.
Street Address:	300 E. Lombard Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1868639	PROCESSED WITH PRIDE
Registration Number:	2482989	PROCUT
Registration Number:	1655225	PURECUT 20
Registration Number:	1658801	PURECUT 40
Registration Number:	1509629	Q
Registration Number:	2093452	QUIK BUY
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	2130876	CASTLE ADVANCED MATERIALS SPG
Registration Number:	1338782	
Registration Number:	1297178	
Registration Number:	1295685	
Registration Number:	1336048	CASTLE METALS
Registration Number:	1009462	CASTLE METALS
Registration Number:	2314848	CMQ
Registration Number:	1128438	HA
Registration Number:	2053333	HA INDUSTRIES
Registration Number:	2091773	METAL EXPRESS
Registration Number:	1494616	METALINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1544169	SUPERCUT 150
Registration Number:	1932161	TELCUT
Registration Number:	1654717	TELCUT 40

CORRESPONDENCE DATA

Fax Number: 3126586501

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

Phone: 312-658-6556

Email: twilliams@ulmer.com

Correspondent Name: Thomas M. Williams

Address Line 1: 500 W. Madison

Address Line 2: Suite 3600

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Thomas M. Williams

SIGNATURE: /Thomas M. Williams/

DATE SIGNED: 04/29/2014

Total Attachments: 3

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AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (this "Agreement"), dated as of March 21, 2001, is by and between A.M. Castle & Co., a Delaware corporation ("Delaware Castle"), and A.M. Castle & Co., a Maryland corporation ("Maryland Castle").

RECITALS

WHEREAS, the Board of Directors of Delaware Castle has determined that it is in the best interests of Delaware Castle and its shareholders for Delaware Castle to reincorporate from a Delaware corporation to a Maryland corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(i)(f) of the Internal Revenue Code;

WHEREAS, Maryland Castle, a wholly owned subsidiary of Delaware Castle, has been organized for the purpose of effecting the reincorporation;

WHEREAS, the Board of Directors of Delaware Castle and the Board of Directors of Maryland Castle each has approved and determined that, for the purpose of effecting the reincorporation of Delaware Castle in the State of Maryland, it is advisable and in the best interest of their respective shareholders upon the terms and subject to the conditions set forth herein, that Delaware Castle shall merge with and into Maryland Castle (the "Merger");

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER; CLOSING; EFFECTIVE TIME

1.1 *The Merger.* Upon the terms and subject to the conditions of this Agreement and in accordance with the Maryland General Corporation Law ("MGCL") and the Delaware General Corporation Law ("DGCL"), at the Effective Time (as defined in Section 1.3), Delaware Castle shall be merged with and into Maryland Castle and the separate corporate existence of Delaware Castle shall cease. After the Merger, Maryland Castle shall continue as the surviving corporation (sometimes hereinafter referred to as the "Surviving Entity"). The Merger shall have the effects set forth in the applicable provisions of the MGCL and the DGCL. Without limiting the generality of the foregoing, upon the Merger, all the rights, privileges, immunities, powers and franchises of Maryland Castle and Delaware Castle shall vest in the Surviving Entity and all obligations, duties, debts and liabilities of Maryland Castle and Delaware Castle shall be the obligations, duties, debts and liabilities of the Surviving Entity. To the extent the Merger constitutes a transaction for federal income tax purposes, the parties intend that the Merger qualify as a reorganization described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

1.2 *Closing.* The closing of the Merger (the "Closing") will take place on the date to be specified by the parties, which (subject to satisfaction or waiver of the conditions set forth in *Section 6.1*) shall be no later than business days after satisfaction of the condition set forth in *Section 6.1(a)* (the "Closing Date"), unless another date is agreed to by the parties.

1.3 *Effective Time.* As soon as possible following the Closing Date, the parties shall execute and file (a) a Certificate of Ownership and Merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware (the "Secretary of State") as provided in Section 251 of the DGCL and (b) Articles of Merger (the

"Articles of Merger") with the State Department of Assessments and Taxation of Maryland (the "SDAT") as provided in Section 3-107 of the MGCL, and shall make all other filings and recordings required under the MGCL and DGCL and other applicable laws. The Merger shall become effective (the "Effective Time") at the time when the Articles of Merger have been duly filed with the SDAT and the Certificate of Merger has been duly filed with the Secretary of State or such other time as shall be agreed upon by the parties and set forth in the Articles of Merger in accordance with the MGCL (not to exceed 30 days after the Articles of Merger are accepted for record by the SDAT) and the Certificate of Merger (not to exceed 90 days after the Certificate of Merger is filed) in accordance with the DGCL.

ARTICLE 2

CHARTER AND BYLAWS OF THE SURVIVING ENTITY

2.1 *Charter.* The charter of Maryland Castle (the "Charter") in effect at the Effective Time shall be the charter of the Surviving Entity, until duly amended in accordance with the terms thereof and the MGCL.

2.2 *Bylaws.* The bylaws of Maryland Castle (the "Bylaws") in effect at the Effective Time shall be the bylaws of the Surviving Entity, until duly amended in accordance with the terms thereof and the MGCL.

ARTICLE 3

DIRECTORS AND OFFICERS OF THE SURVIVING ENTITY

3.1 *Directors and Officers.* The directors and officers of Delaware Castle at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Charter and Bylaws.

ARTICLE 4

EFFECT OF THE MERGER

4.1 *Effect on Capital Stock.* At the Effective Time, by virtue of the Merger and without any action on the part of any holder of capital stock of Delaware Castle or Maryland Castle:

(a) Each share of the common stock without par value of Delaware Castle ("Delaware Castle Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock without par value of Maryland Castle ("Maryland Castle Stock") and each share of Delaware Castle Stock issued and held by Delaware Castle shall be retired.

(b) Each issued stock certificate which immediately prior to the Effective Time represented shares of Delaware Castle Stock shall, from and after the Effective Time, be deemed for all purposes to evidence ownership of and represent the same number of shares of Maryland Castle Stock which the shares of Delaware Castle Stock represented by such stock certificates have become as a result of the Merger, and shall be so registered on the books and records of Maryland Castle and its transfer agent.

(c) Each option or other right to purchase or otherwise acquire shares of Delaware Castle Stock outstanding immediately prior to the Effective Time shall be converted into and become an option or right to purchase or otherwise acquire the same number of shares of Maryland Castle Stock at the same price per share and upon the same terms and subject to the same conditions as applicable to such options or other rights immediately prior to the Effective Time.

(d) Each share of Maryland Castle Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired, without payment of any consideration therefor, and shall have the status of an authorized and unissued share of Maryland Castle Stock.

4.2 *Effect on Benefit Plans.* Maryland Castle shall assume all obligations of Delaware Castle under any and all employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

ARTICLE 5
CONDITIONS

5.1 *Conditions to Each Party's Obligation to Effect the Merger.* The respective obligations of Maryland Castle and Delaware Castle to effect the Merger are subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) *Shareholder Approval.* This Agreement shall have been duly approved by the holders of a majority of the outstanding shares of Delaware Castle Stock present at the meeting or represented by proxy.
- (b) *American Stock Exchange Listing.* Maryland Castle Stock issuable pursuant to this Agreement shall have been approved for listing on the American Stock Exchange subject to official notice of issuance.
- (c) *Chicago Stock Exchange Listing.* Maryland Castle Stock issuable pursuant to this Agreement shall have been approved for listing on the Chicago Stock Exchange subject to official notice of issuance.

ARTICLE 6
TERMINATION

6.1 *Termination by Mutual Consent.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval by holders of Delaware Castle Stock, by the mutual consent of the Board of Directors of Delaware Castle and the Board of Directors of Maryland Castle.

ARTICLE 7
MISCELLANEOUS AND GENERAL

7.1 *Modification or Amendment.* Subject to the applicable provisions of the DGCL and the MGCL, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

7.2 *Waiver of Conditions.* The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

7.3 *Counterparts.* This Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and both such counterparts shall together constitute the same agreement.

7.4 *Headings.* The Article, Section and paragraph headings herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.5 *Governing Law.* This Agreement shall be construed in accordance with and governed by the internal laws of the State of Maryland.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first above written.