

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Maneely Company, as Pledgor		11/13/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	IL1-1145/54/63; P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3776022	ECO-POLE	
Registration Number:	1942088		
Registration Number:	3980972		
Registration Number:	3970554		
Registration Number:	3980955	WHEATLAND	
Registration Number:	3980974	WHEATLAND TUBE	
Registration Number:	2093192	BLUE DIAMOND	
Registration Number:	2367334		
Registration Number:	4363732	FASTRAK	
Serial Number:	86372703	DURAGUARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		

OP \$265.00 3776022

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/24/2014
Total Attachments: 6 source=2JMC - ABL Trademark Security Agreement [Executed]#page1.tif source=2JMC - ABL Trademark Security Agreement [Executed]#page2.tif source=2JMC - ABL Trademark Security Agreement [Executed]#page3.tif source=2JMC - ABL Trademark Security Agreement [Executed]#page4.tif source=2JMC - ABL Trademark Security Agreement [Executed]#page5.tif source=2JMC - ABL Trademark Security Agreement [Executed]#page6.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated November 13, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of March 11, 2011 and as amended and restated as of November 13, 2014 (and as it may be further amended, supplemented, restated or otherwise modified from time to time, the "*ABL Credit Agreement*"), was entered into by and among John Maneely Company, a Pennsylvania corporation (the "*Borrower*"), JMC Steel Group, Inc., a Delaware corporation ("*Holdings*"), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors in such capacity, the "*Administrative Agent*"). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, each Pledgor has executed and delivered that certain Security Agreement dated March 11, 2011 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*"):

the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any

of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above writtern.

JOHN MANEELY COMPANY

By:



Name: Michael P. McNamara, Jr.
Title: Executive Vice President, Corporate
Development and General Counsel

[JMC – U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005406 FRAME: 0553

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
JOHN MANEELY COMPANY	3,776,022	ECO-POLE
JOHN MANEELY COMPANY	1,942,088	DESIGN (Metal Pipes)
John Maneely Company	3,980,972	JOHN MANEELY COMPANY CIRCLES LOGO
John Maneely Company	3,970,554	Atlas Squares Logo
John Maneely Company	3,980,955	WHEATLAND
John Maneely Company	3,980,974	WHEATLAND TUBE and Sheaf Design
John Maneely Company	2,093,192	BLUE DIAMOND
John Maneely Company	2,367,334	Tube Design
John Maneely Company dba JMC Steel Group	4,363,732	FASTRAK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
John Maneely Company dba JMC Steel Group	86372703	DURAGUARD