

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE COREY STEEL COMPANY		01/29/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2000650	COREY STEEL COMPANY	
Registration Number:	2020150	COREY STEEL COMPANY	
Registration Number:	2000649	COREY STEEL COMPANY	
Registration Number:	2000648	COREY STEEL COMPANY	
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:	James Murray		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	James Murray		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	02/02/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 29, 2015, by The Corey Steel Company ("Loan Party"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain Lenders (in such capacity, "Agent") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Loan Party, certain affiliates of Loan Party, Agent and Lenders are party to a certain Amended and Restated Revolving Credit and Security Agreement, dated as of January 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Loan Party is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent, for the benefit of itself and the Lenders, to enter into the Loan Agreement, the Loan Party hereby agrees with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Obligations, the Loan Party hereby pledges, hypothecates and grants to Agent for the benefit of itself and the Lenders, a Lien on and security interest in and to all of the right, title and interest of the Loan Party in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the Trademarks of the Loan Party listed on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to Agent pursuant to the Loan Agreement, and Loan Party hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien on and security interest in and to the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated

by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to Agent pursuant to Article XIII of the Loan Agreement, upon written request of the applicable Loan Party, Agent shall execute, acknowledge, and deliver to the Loan Party an instrument in writing in recordable form releasing Agent's Lien on and security interest in and to the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Loan Party authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 6. 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO AGENT PURSUANT TO THE LOAN AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT THEREUNDER OR HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE LOAN AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

THE COREY STEEL COMPANY

By: 
Name: Anthony J. Verkruyse
Title: Chief Financial Officer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Name:
Title:

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

THE COREY STEEL COMPANY

By: _____
Name: Anthony J. Verkruyse
Title: Chief Financial Officer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: *Douglas Hoffman*
Name: *DOUGLAS HOFFMAN*
Title: *VICE PRESIDENT*

SCHEDULE A

Owner	Trademark	Jurisdiction	Registration #
The Corey Steel Company	Corey Steel Company	United States	2000650
	Corey Steel Company	United States	2020150
	Corey Steel Company	United States	2000649
	Corey Steel Company	United States	2000648

Schedule A