

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343004

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A. H. HARRIS & SONS, INCORPORATED		06/01/2015	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	185 Asylum Street		
<b>Internal Address:</b>	City Place 1		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3407258	JUST ONE CALL	
<b>Registration Number:</b>	3393434	JUST ONE CALL	
<b>Registration Number:</b>	2340406	AHH HARRIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402701		
<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>			
<b>Phone:</b>	860.240.2935		
<b>Email:</b>	michelle.fournier@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 2:</b>	Attn: Michelle Walters Fournier		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Michelle Walters Fournier		
<b>SIGNATURE:</b>	/s/ Michelle Walters Fournier		
<b>DATE SIGNED:</b>	06/01/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 1, 2015, by and between A. H. HARRIS & SONS, INCORPORATED listed on the signature pages hereof ("Grantor"), and BANK OF AMERICA, N.A., a national banking association ("Lender").

## WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among AH Harris Acquisition, Inc. ("Parent"), Grantor and HarMac Rebar & Steel Corporation ("HarMac" and, together with Parent and Grantor, each individually a "Borrower" and collectively, the "Borrowers"), as borrowers, and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants to Lender to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its trademarks including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (c) all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


6. GOVERNING LAW; CONSENT TO FORUM; WAIVERS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM AND CERTAIN WAIVERS SET FORTH IN SECTIONS 12.12, 12.13 AND 12.14 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**A. H. HARRIS & SONS, INCORPORATED**

By: 

Name: Jonathan Stanek

Title: Vice President of Finance, Treasurer  
and Secretary

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK OF AMERICA, N.A.**, a national  
banking association

By: \_\_\_\_\_

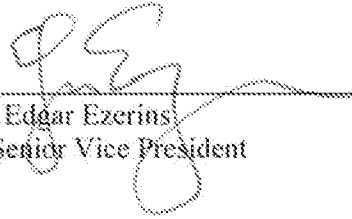
Name:

Title:

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK OF AMERICA, N.A.**, a national  
banking association

By:   
Name: Edgar Ezerins  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005527 FRAME: 0127**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
JUST ONE CALL	A. H. Harris & Sons, Incorporated	Registered	3,407,258	4/1/2008
JUST ONE CALL	A. H. Harris & Sons, Incorporated	Registered	3,393,434	3/4/2008
AHH HARRIS and design	A. H. Harris & Sons, Incorporated	Renewed	2,340,406	4/11/2000