

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Registration Number	Owner	Date
Southwest Stainless	2095142	Southwest Stainless, L.P.	September 9, 1997
Multalloy	2099246	Southwest Stainless, L.P.	September 23, 1997

2. TRADEMARK APPLICATIONS

None.

[Execution]

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2015, is made by Southwest Stainless, L.P. (the "Grantor"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), as Administrative Agent under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, "Agent").

WITNESSETH:

WHEREAS, Grantor has entered into financing arrangements pursuant to which Lenders (or Existing Agent (as defined below) on behalf of Lenders) have made loans and advances and have provided other financial accommodations to Borrowers as set forth in the Credit Agreement, dated March 26, 2012, by and among General Electric Capital Corporation, a Delaware corporation, as administrative and collateral agent (in such capacity, "Existing Agent"), the Lenders party thereto, and Grantors (the "Existing Credit Agreement");

WHEREAS, Grantor has granted to Existing Agent a security interest in all of its right, title and interest in and to the Trademark Collateral (as hereinafter defined) to secure the payment and performance of the obligations under the Existing Credit Agreement as set forth in the Trademark Security Agreement, dated as of March 26, 2012, by Grantor in favor of Existing Agent (as heretofore amended, modified and supplemented, the "Existing Trademark Agreement");

WHEREAS, Grantor has requested that Agent and Lenders amend and restate the Existing Credit Agreement and continue the existing financing arrangements with Grantors pursuant to which Lenders may make loans and advances and provide other financial accommodations to Borrowers;

WHEREAS, Agent and Lenders have agreed to amend and restate the Existing Credit Agreement and Agent has agreed to act as administrative agent for Lenders as successor agent to the Existing Agent as set forth in the Amended and Restated Credit Agreement, dated as of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement");

WHEREAS, Grantor desires to continue and reaffirm the security interest in and lien upon the Trademark Collateral to secure the obligations as amended and restated;

WHEREAS, it is a condition precedent to the obligation of the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers under the Credit Agreement that Grantor shall have executed and delivered an amendment and restatement of the Existing Trademark Agreement to Agent.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders, the L/C Issuers and Agent to enter into the amendment and restatement of the Existing Credit Agreement, to induce Agent to act as successor to Existing Agent and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers thereunder, Grantor agrees that the Existing Trademark Agreement shall be and hereby is amended and restated as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, 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, hereby mortgages, pledges and hypothecates to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, and confirms, reaffirms and restates and continues, on the terms set forth herein, its prior grant to Agent, for the benefit of the Secured Parties of, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"); provided that such Lien shall be second in priority to the Lien of the Collateral Agent (as defined in the Intercreditor Agreement), subject to the terms and provisions of the Intercreditor Agreement:

(a) all of its Trademarks (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 which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark applications under applicable federal law), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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 security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the 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 incorporated by reference herein as if fully set forth herein, and are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, such responsibility to be exercised in Grantor's sole discretion except as otherwise required by the Guaranty and Security Agreement, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of Grantor for the Secured Obligations heretofore incurred, granted, pledged and/or assigned under the Existing Trademark Agreement. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a

novation in respect of, the indebtedness and other obligations and liabilities of Grantor evidenced by or arising under the Existing Trademark Agreement, and the Liens and security interests securing such indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

Section 6. Counterparts. This Trademark 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.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York).

[Signature pages follow]

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

SOUTHWEST STAINLESS, L.P.,
as Grantor

By: 

Name: Rick Hawthorne

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005550 FRAME: 0890

ACCEPTED AND AGREED

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: James Avrigile

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]