

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Stainless, L.P.		07/28/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
Internal Address:	Global Corporate Capital Markets		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4758987	MAJOR INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41879-132-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	07/28/2015		
Total Attachments: 5			
source=Wilmington Trust - Southwest Stainless Trademark Security Agreement#page1.tif			
source=Wilmington Trust - Southwest Stainless Trademark Security Agreement#page2.tif			

CH \$40.00 4758987

source=Wilmington Trust - Southwest Stainless Trademark Security Agreement#page3.tif

source=Wilmington Trust - Southwest Stainless Trademark Security Agreement#page4.tif

source=Wilmington Trust - Southwest Stainless Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2015, is made by Southwest Stainless, L.P. (the “Grantor”), in favor of Wilmington Trust, National Association (“Trustee”), as Collateral Agent under the Indenture described below (in such capacity, together with its successors and permitted assigns, “Collateral Agent”).

WITNESSETH:

WHEREAS, the Issuers, certain of the Issuers’ subsidiaries, and the Collateral Agent have, entered into that certain Indenture dated as of November 6, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”);

WHEREAS, the Grantor is party to that certain Security Agreement dated as of November 6, 2012, in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Collateral Agent to enter into the Indenture Documents, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 grants to Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor:

(a) the 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 in 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) listed on Schedule 1 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to

Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 such Grantor's sole discretion except as otherwise required by the Security Agreement, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the Indenture Collateral Documents and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of November 6, 2012, by and between: (i) Wilmington Trust, National Association, as Collateral Agent (and its successors and assigns), for the benefit of the holders from time to time of the Indenture Obligations (as defined therein) and (ii) General Electric Capital Corporation, as ABL Administrative Agent (and its successors and assigns), for the benefit of the holders from time to time of the ABL Facility Claims (as defined therein) (as may be amended, restated, modified or supplemented or replaced, from time to time in accordance therewith, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

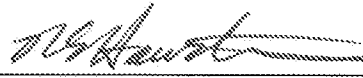
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

[Signature page follows]

IN WITNESS WHEREOF, the 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 & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name:
Title:

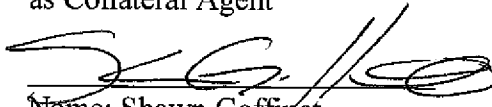
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOUTHWEST STAINLESS, L.P.
as Grantor

By: _____
Name: Rick Hawthorne
Title: Vice President & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Shawn Goffinet
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005586 FRAME: 0660

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

1. TRADEMARK APPLICATIONS

Mark	Country	App. No.	Filed	Registration No.	Registered	Status
MAJOR INCORPORATED	U.S.	86376999	8/26/2014	4758987	6/23/15	Registered
MAJOR INCORPORATED	International (with designations to China and EU)	1256589	2/6/2015	1256589	2/6/15	Registered