

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349708

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hirschfield Steel Group LP		06/30/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as administrative agent		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3672557	HIRSCHFELD	
<b>Registration Number:</b>	3672558	HIRSCHFELD	
<b>Registration Number:</b>	1941178		
<b>Registration Number:</b>	1942762		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	694595		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	07/30/2015		

CH \$115.00 3672557

**Total Attachments: 5**

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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2015 (this "Trademark Security Agreement"), is made by Hirschfeld Steel Group LP, a Texas limited partnership (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, Hirschfeld Industries Bridge LLC, a North Carolina limited liability company ("Hirschfeld Industries"), Hirschfeld Wind Energy Solutions LLC, a Texas limited liability company ("Hirschfeld Wind"), and Hirschfeld Properties LP, a Texas limited partnership ("Hirschfeld Properties" and, together with Hirschfeld Steel, Hirschfeld Industries and Hirschfeld Wind, each a "Borrower" and collectively, on a joint and several basis, the "Borrowers"), Hirschfeld Holdings LP, a Texas limited partnership ("Holdings"), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto have entered into a Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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.** 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 of the Grantor, pledges, assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

*Signature Page to Trademark Security Agreement*

(iv) 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 the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


**SECTION 5. 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 6. 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.

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.

**HIRSCHFELD STEEL GROUP LP**

By: Hirschfeld Steel Management Company LLC, its  
general partner

By:   
Name: Ted W. Beneski

Title: Chairman of the Board

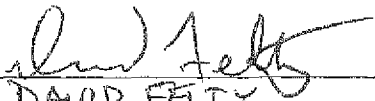
By:   
Name: Warren Bonham

Title: Executive Director

Acknowledged and Agreed to as of the date hereof:





ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:   
Name: DAVID FELTY  
Title: MANAGING DIRECTOR

SCHEDULE I

Trademarks and Trademark Licenses

Mark	Owner	Country	Registration No.	Registration Date
 <p><b>HIRSCHFELD</b></p>	Hirschfeld Steel Group LP	US	3,672,557	08/25/2009
 <p><b>HIRSCHFELD</b></p>	Hirschfeld Steel Group LP	US	3,672,558	08/25/2009
	Hirschfeld Steel Group LP	US	1,941,178	12/12/1995  renewed: 12/12/2005
	Hirschfeld Steel Group LP	US	1,942,762	12/19/1995  renewed: 12/19/2005
Logo/Design Class IC 037 and IC 040	Hirschfeld Steel Group LP	US	1942762	12/19/1995

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