

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359813

<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>
TEMPEL STEEL COMPANY		10/23/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, as Agent		
<b>Street Address:</b>	200 South Wacker Drive, Suite 600		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2301948	BCL	
<b>Registration Number:</b>	0681024	TEPCOR	
<b>Registration Number:</b>	0691149	TEMPEL	
<b>Registration Number:</b>	2105245	TEMPEL	
<b>Registration Number:</b>	3828283	HICOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4033.082		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	10/23/2015		

OP \$140.00 2301948

**Total Attachments: 5**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of the 23rd day of October, 2015, by TEMPEL STEEL COMPANY, an Illinois corporation, having a mailing address at 5500 North Wolcott Avenue, Chicago, Illinois 60640-1020, and having a federal employer identification number of 20-2122127 and an organizational number of 63930636 ("**Debtor**"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders under the Credit Agreement referred to below, having a mailing address at 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606 ("**Secured Party**").

This Agreement supplements the Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof (the "**Credit Agreement**"), among Debtor, the other Loan Parties party thereto, the financial institutions party thereto (the "**Lenders**") and Secured Party. The Trademark Collateral described in this Agreement is also part of the Collateral described in the Credit Agreement.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

1. Defined Terms. All terms capitalized but not defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby pledges and grants to Secured Party for its benefit and for the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and to Debtor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "**Trademark Collateral**"); provided, however, that Trademark Collateral shall not include Excluded Assets:

(a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party, on behalf of itself and Lenders, pursuant to the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement.

the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision contained in the Credit Agreement is in direct conflict with, or inconsistent with, any provision in this Agreement, the provision contained in the Credit Agreement shall govern and control.

4. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations and the termination of the Credit Agreement. This Agreement is an Other Document within the definition of "Other Documents" in the Credit Agreement.

5. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois.

6. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of August 11, 2011, by Debtor in favor of Secured Party (the "**Original Trademark Security Agreement**"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

7. Termination. This Agreement shall terminate upon the termination of the Credit Agreement. Upon such termination, Secured Party shall, at Debtor's expense, execute and deliver to the Debtor, or its designee, an instrument in writing in recordable form releasing the lien and security interest hereby granted to Secured Party in the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement as of the day and year first above written.

DEBTOR:

TEMPEL STEEL COMPANY

By: 

Name: D. Joseph Ridyard

Title: Chief Financial Officer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Secured Party

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement as of the day and year first above written.

DEBTOR:

TEMPEL STEEL COMPANY

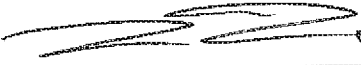
By: \_\_\_\_\_

Name: D. Joseph Ridyard

Title: Chief Financial Officer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: LEE LABINE  
Its: SENIOR VICE PRESIDENT

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

*U.S. Trademarks of Debtor:*

<i>Registration No.</i>	<i>Registered Owner</i>	<i>Mark</i>
2301948	Tempel Steel Company	BCL
0681024	Tempel Steel Company	TEMPCOR
0691149	Tempel Steel Company	TEMPEL
2105245	Tempel Steel Company	TEMPEL
3828283	Tempel Steel Company	HICOR