

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joseph T. Ryerson & Son, Inc.		05/24/2016	Corporation: DELAWARE
Ryerson Procurement Corporation		05/24/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	150 East 42nd Street
<b>Internal Address:</b>	40th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	797047	RYCASE
Registration Number:	567013	RYERSON
Registration Number:	796630	RYEX
Registration Number:	2607752	RYTEC
Registration Number:	1246237	RY-WEDG
Registration Number:	3482244	R
Registration Number:	3478095	R RYERSON
Registration Number:	3478094	R RYERSON THE STRENGTH IN METAL
Registration Number:	3478096	RYERSON
Registration Number:	3478097	THE STRENGTH IN METAL
Registration Number:	3465878	TURRET

## CORRESPONDENCE DATA

Fax Number: 3026365454

*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.*

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

TRADEMARK

**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue NW, Suite 430  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 154395-5

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 05/25/2016

**Total Attachments: 5**

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May 24, 2016, by JOSEPH T. RYERSON & SON, INC. and RYERSON PROCUREMENT CORPORATION (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

JOSEPH T. RYERSON & SON, INC.

By:   
Name: Erich S. Schnauffer  
Title: Chief Financial Officer

RYERSON PROCUREMENT CORPORATION

By:   
Name: Erich S. Schnauffer  
Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005799 FRAME: 0994**

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Stefan Victory  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005799 FRAME: 0995**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
Ryerson Procurement Corporation	797047	05-Oct-1965	RYCASE
Ryerson Procurement Corporation	567013	18-Nov-1952	RYERSON
Ryerson Procurement Corporation	796630	28-Sep-1965	RYEX
Ryerson Procurement Corporation	2607752	13-Aug-2002	RYTEC
Ryerson Procurement Corporation	1246237	26-Jul-1983	RY-WEDG
Ryerson Procurement Corporation	3482244	05-Aug-2008	R and Design
Ryerson Procurement Corporation	3478095	29-Jul-2008	R RYERSON and Design
Ryerson Procurement Corporation	3478094	29-Jul-2008	R RYERSON THE STRENGTH IN METAL and Design
Ryerson Procurement Corporation	3478096	29-Jul-2008	RYERSON
Ryerson Procurement Corporation	3478097	29-Jul-2008	THE STRENGTH IN METAL
Joseph T. Ryerson & Son, Inc. (as successor to Turret Steel Industries, Inc. by merger)	3465878	15-Jul-2008	TURRET