

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		06/14/2016	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC
<b>Street Address:</b>	200 West Street
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3776022	ECO-POLE
Registration Number:	2367334	
Registration Number:	2093192	BLUE DIAMOND
Registration Number:	1942088	
Registration Number:	3030309	MIC SHIELD
Serial Number:	85149778	
Serial Number:	85149675	
Serial Number:	85148484	WHEATLAND
Serial Number:	85149828	WHEATLAND TUBE
Registration Number:	4363732	FASTRAK
Serial Number:	86372703	DURAGUARD

## CORRESPONDENCE DATA

Fax Number: 2128225096

*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.*

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley &amp; McCloy LLP

Address Line 1: 28 Liberty Street

TRADEMARK

<b>Address Line 4:</b>	New York, NEW YORK 10005
<b>ATTORNEY DOCKET NUMBER:</b>	30045.85800
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
<b>SIGNATURE:</b>	/Nathaniel T. Browand/
<b>DATE SIGNED:</b>	06/15/2016
<b>Total Attachments: 7</b> source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page1.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page2.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page3.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page4.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page5.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page6.tif source=17. Trademark Assignment Agreement 4811-6679-5570 v.5#page7.tif	

**ASSIGNMENT OF TERM LOAN SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF TERM LOAN SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”), is entered into as of June 14, 2016 by and among JPMorgan Chase Bank, N.A. (“**JPM**”), as the Administrative Agent and the Collateral Agent (in such capacities, the “**Existing Agent**”), under that certain Existing Credit Agreement (as defined below) and Goldman Sachs Lending Partners LLC as the successor Administrative agent and Collateral Agent under the Credit Agreement (as defined below) (the “**Successor Agent**”).

RECITALS

Reference is made to that certain Term Loan Credit Agreement dated as of March 11, 2011 (as amended, supplemented or otherwise modified through the Effective Date (as defined below)) by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.) (the “**Borrower**”), the Existing Agent, the lenders and arrangers from time to time party thereto, (the “**Existing Credit Agreement**”);

Reference is also made to that certain Trademark Security Agreement, dated as of March 11, 2011, and recorded with the United States Patent and Trademark Office at Reel/Frame No. 004499/0271 as supplemented by that certain Supplemental Trademark Security Agreement dated as of November 13, 2014, and recorded with the United States Patent and Trademark Office at Reel/Frame No. 5405/0870 (together, the “**Existing Trademark Security Agreement**”), among Atlas (USA) Holding Inc., Wheatland Tube, LLC (formerly John Maneely Company) and Atlas ABC Corporation (collectively, the “**Grantors**”) and the Existing Agent, pursuant to which the Grantors have granted to the Existing Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

Whereas on the Amendment and Restatement Effective Date, the Existing Credit Agreement shall be amended and restated by that Amended and Restated Credit Agreement dated as of such date (as the same may be further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

Whereas, the Existing Agent, the Successor Agent, the Borrower and each other Loan Party have entered into that certain Resignation, Waiver, Consent and Appointment Agreement (“**Resignation Agreement**”) dated as of the date hereof, pursuant to which the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Existing Credit Agreement and the other Loan Documents and the Successor Agent has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents.

Whereas, as of the Effective Date, pursuant to the terms of the Resignation Agreement, the Existing Agent assigns and transfers to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Existing Credit Agreement, the Existing Trademark Security Agreement, and the other Loan Documents and the Successor Agent accepts all such Liens, for its benefit and for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Existing Trademark Security Agreement shall have the meanings given to such terms in the Existing Trademark Security Agreement and capitalized terms not otherwise defined shall have the meanings ascribed to them in the Resignation Agreement.

2. Assignment of Security Interest. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns and transfers to the Successor Agent for the benefit of the Secured Parties all right, title and interest in and to all security interests and liens on the Trademarks granted to the Existing Agent under the Existing Trademark Security Agreement and the other Loan Documents, including, without limitation, all of the Existing Agent's security interests and liens on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the "**Assignment**"). Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest and lien on the collateral originally granted to the Existing Agent under the Trademark Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Successor Agent.

3. Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Assignment is provided in connection with the Resignation Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Resignation Agreement, the terms of the Resignation Agreement shall control.

4. Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantors, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of this Agreement by facsimile or email transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

6. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING

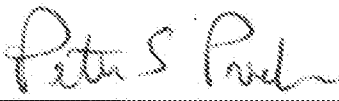
EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

**JPMORGAN CHASE BANK, N.A.**

as Existing Agent

By: 

Name: Peter S. Predun  
Executive Director

Title:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Successor Agent

By:

\_\_\_\_\_  
Authorized Signatory  
Robert Ehdin  
Authorized Signatory

[Zekelman Industries – Assignment of Security Interests in Trademarks]

**TRADEMARK**  
**REEL: 005815 FRAME: 0583**

**Schedule A**

**Trademarks**

**UNITED STATES TRADEMARKS**

Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
JOHN MANEELY COMPANY	3776022	ECO-POLE
JOHN MANEELY COMPANY	2367334	BLUE PIPE DESIGN
JOHN MANEELY COMPANY	2093192	BLUE DIAMOND
JOHN MANEELY COMPANY	1,942,088	DESIGN (Metal Pipes)
JOHN MANEELY COMPANY	3,030,309	MIC SHIELD

Applications:

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
JOHN MANEELY COMPANY	85149778	JOHN MANEELY COMPANY CIRCLES LOGO
Atlas (USA) Holding Inc.	85149675	Atlas Squares Logo
Wheatland Tube Company d/b/a JOHN MANEELY COMPANY	85148484	WHEATLAND
Wheatland Tube Company d/b/a JOHN MANEELY COMPANY	85149828	WHEATLAND TUBE and Sheaf Design

**UNITED STATES FEDERAL TRADEMARKS:**

Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
John Maneely Company dba JMC Steel Group	4,363,732	FASTRAK



Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
John Maneely Company dba JMC Steel Group	86372703	DURAGUARD

OTHER TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Atlas ABC Corporation	Registered TMA475954	Canada	KLEENKOTE
Atlas ABC Corporation	Registered TMA 712712	Canada	REDKOTE DESIGN
Atlas ABC Corporation	Registered TMA490152	Canada	Welded Tube Co. of America
Atlas ABC Corporation	Registered TMA 484249	Canada	WTC & Design
JOHN MANEELY COMPANY	Registered TMA 721710	CANADA	MIC SHIELD

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
JOHN MANEELY COMPANY	490,152	CANADA	WELDED TUBE CO, OF AMERICA
JOHN MANEELY COMPANY	497,271	CANADA	ATLAS TUBE
JOHN MANEELY COMPANY	1315340	CANADA	REDKOTE DESIGN
JOHN MANEELY COMPANY	475,954	CANADA	KLEENKOTE