

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM388083

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHEATLAND TUBE, LLC		06/14/2016	Limited Liability Company: PENNSYLVANIA
ZEKELMAN INDUSTRIES, INC.		06/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3776022	ECO-POLE	
<b>Registration Number:</b>	1942088		
<b>Registration Number:</b>	3980972		
<b>Registration Number:</b>	3970554		
<b>Registration Number:</b>	3980955	WHEATLAND	
<b>Registration Number:</b>	3980974	WHEATLAND TUBE	
<b>Registration Number:</b>	2093192	BLUE DIAMOND	
<b>Registration Number:</b>	2367334		
<b>Registration Number:</b>	4363732	FASTRAK	
<b>Serial Number:</b>	86372703	DURAGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128225096		
<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>Email:</b>	nbrowand@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		

CH \$265.00 3776022

<b>Address Line 1:</b>	28 Liberty Street
<b>Address Line 4:</b>	New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	30045.85800
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<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
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<b>SIGNATURE:</b>	/Nathaniel T. Browand/
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<b>DATE SIGNED:</b>	06/15/2016
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**Total Attachments: 6**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated as of June 14, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent (together with its permitted successors in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, that certain Amended and Restated Credit Agreement, dated as of June 14, 2016 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), was entered into by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.), a Delaware corporation (the “**Borrower**”), Goldman Sachs Lending Partners LLC, as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”) and Collateral Agent, the other lenders party from time to time thereto, and Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A., as arrangers and bookrunners. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

**WHEREAS**, in connection with the entry into the Credit Agreement, and in consideration of the extensions of credit and other accommodations of Lenders as set forth therein, each Pledgor has executed and delivered that certain Amended and Restated Term Loan Credit Facility Pledge and Security Agreement, dated as of June 14, 2016 (as amended, supplemented or otherwise modified through the date hereof, the “**Security Agreement**”);

**WHEREAS** the Pledgors are also party to that certain Trademark Security Agreement, dated March 11, 2011 (as amended, supplemented or otherwise modified through the date hereof (including by that certain Supplemental Trademark Security Agreement dated November 13, 2014), the “**Existing Trademark Security Agreement**”);

**WHEREAS**, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors; and

**WHEREAS** in connection with the entry into the Security Agreement, the parties hereto wish to amend and restate in its entirety the Existing Trademark Security Agreement with this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

A. Grant of Security. Each Pledgor hereby, and as of the Amendment and Restatement Effective Date, grants to the Collateral Agent for the benefit of the Secured Parties a

security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*");

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (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 of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

D. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

E. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

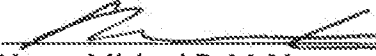
F. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

G. Reaffirmation. Each Loan Party party hereto hereby acknowledges that it has reviewed the terms and provisions of this Trademark Security Agreement and consents to the amendment and restatement of the Existing Trademark Security Agreement effected pursuant to this Trademark Security Agreement and reaffirms its obligations and Liens granted under the Existing Trademark Security Agreement. Each Loan Party party hereto hereby (i) confirms that each Loan Document to which it is a party or is otherwise bound will be in full force and effect as amended and restated and the existing obligations shall not be impaired or limited by such amendment and restatement. All Collateral encumbered thereby will continue to secure to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Secured Obligations, in each case, as amended and restated.

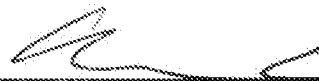
[Signature Page to Follow]

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

WHEATLAND TUBE, LLC

By:   
Name: Michael P. McNamara, Jr.  
Title: President and Secretary

ZEKELMAN INDUSTRIES, INC.

By:   
Name: Michael P. McNamara, Jr.  
Title: Executive Vice President and Secretary

GOLDMAN SACHS LENDING PARTNERS LLC  
as Collateral Agent

By: 

Authorized Signatory

Robert Ehudin  
Authorized Signatory

## Schedule A

### Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Wheatland Tube, LLC	3,776,022	ECO-POLE
Wheatland Tube, LLC	1,942,088	DESIGN (Metal Pipes)
Wheatland Tube, LLC	3,980,972	JOHN MANEELY COMPANY CIRCLES LOGO
Wheatland Tube, LLC	3,970,554	Atlas Squares Logo
Wheatland Tube, LLC	3,980,955	WHEATLAND
Wheatland Tube, LLC	3,980,974	WHEATLAND TUBE and Sheaf Design
Wheatland Tube, LLC	2,093,192	BLUE DIAMOND
Wheatland Tube, LLC	2,367,334	Tube Design
Wheatland Tube, LLC dba JMC Steel Group	4,363,732	FASTRAK

### Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Zekelman Industries, Inc.	n/a	Zekelman Industries Logo
Wheatland Tube, LLC	n/a	Sharon Tube Logo
Wheatland Tube, LLC dba JMC Steel Group	86372703	DURAGUARD