

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM388084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHEATLAND TUBE, LLC		06/14/2016	Limited Liability Company: PENNSYLVANIA
ZEKELMAN INDUSTRIES, INC.		06/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3776022	ECO-POLE	
Registration Number:	1942088		
Registration Number:	3980972		
Registration Number:	3970554		
Registration Number:	3980955	WHEATLAND	
Registration Number:	3980974	WHEATLAND TUBE	
Registration Number:	2093192	BLUE DIAMOND	
Registration Number:	2367334		
Registration Number:	4363732	FASTRAK	
Serial Number:	86372703	DURAGUARD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		

CH \$265.00 3776022

Address Line 1:	28 Liberty Street
Address Line 4:	New York, NEW YORK 10005

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

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, that certain Indenture, dated as of June 14, 2016 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “*Indenture*”), was entered into by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.), a Delaware corporation (the “*Issuer*”), Wilmington Trust, National Association, as trustee (together with its permitted successors in such capacity, the “*Trustee*”) and Collateral Agent and the Guarantors from time to time party thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, in connection with the entry into the Indenture, each Pledgor has executed and delivered that certain Third Lien Pledge and Security Agreement dated June 14, 2016, made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute 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 grants to the Collateral Agent for the benefit of the Notes 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 Property (as defined in the Security Agreement).

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 Security Documents (as such Security 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 Notes Secured Party under the Security 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 Grantor.

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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof.

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. Concerning the Collateral Agent. Wilmington Trust, National Association is acting under this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were set forth herein.


[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

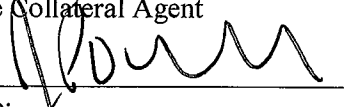
**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

as the Collateral Agent

By: _____

Name: _____

Title: _____


Joseph P. O'Donnell
Vice President

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