

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408783

<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>
Heartland Steel Products, LLC		12/09/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Tennessee Bank, National Association		
<b>Street Address:</b>	511 Union Street, Suite 400		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4011712	SPACERAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441934		
<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>	704-444-1124		
<b>Email:</b>	betsy.perkins@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 2:</b>	c/o Alston & Bird LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280		
<b>NAME OF SUBMITTER:</b>	Michele M. Glessner		
<b>SIGNATURE:</b>	/Michele M. Glessner/		
<b>DATE SIGNED:</b>	12/13/2016		
<b>Total Attachments: 5</b>			
source=Heartland Steel -- Trademark Security Agreement (Fully Executed)#page1.tif			
source=Heartland Steel -- Trademark Security Agreement (Fully Executed)#page2.tif			
source=Heartland Steel -- Trademark Security Agreement (Fully Executed)#page3.tif			
source=Heartland Steel -- Trademark Security Agreement (Fully Executed)#page4.tif			

OP \$40.00 4011712



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2016 (this "Trademark Security Agreement"), is made by HEARTLAND STEEL PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), in favor of FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Grantor, Heartland Engineered Products, LLC, a Delaware limited liability company ("Heartland Engineered"), Heartland Steel Holdings, LLC, a Delaware limited liability company ("Holdings"), Heartland Steel Products West, LLC, a California limited liability company ("Heartland Steel West"; the Grantor, Heartland Engineered, Holdings and Heartland Steel West, collectively, the "Borrowers"), the other credit parties from time to time party thereto, the several banks and other financial institutions and lenders from time to time party thereto ("Lenders") and First Tennessee Bank, National Association, as administrative agent for the Secured Parties, as Collateral Agent and as a Lender, have entered into that certain Credit Agreement dated as of December 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to establish a revolving credit facility and a term loan credit facility in favor of the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers and each Guarantor from time to time party thereto have entered into that certain Security Agreement dated as of December 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1      Defined Term. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2      Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof, including, without

limitation, the registrations and applications referred to on Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith or symbolized by any of the foregoing, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or resulting in the voiding, of such intent-to-use application or any registration issuing from such intent-to-use trademark application under applicable federal law (the "Trademark Collateral").

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 the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4      Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6      Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TENNESSEE.

[remainder of page intentionally left blank]

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

GRANTOR:

HEARTLAND STEEL PRODUCTS, LLC

By: Frederic W. Reisner

Name: Frederic W. Reisner

Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

FIRST TENNESSEE BANK, NATIONAL  
ASSOCIATION

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

Name:

Title:

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

**GRANTOR:**

**HEARTLAND STEEL PRODUCTS, LLC**

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

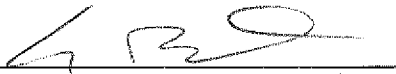
Name: Frederic W. Reisner

Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

**FIRST TENNESSEE BANK, NATIONAL  
ASSOCIATION**

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

Name: Craig Bechtel

Title: Vice President

**SCHEDULE I**

**TRADEMARKS**

**I. REGISTERED AND ISSUED TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Filing Date Ser. No.</b>	<b>Reg. Date Reg. No.</b>	<b>Status</b>
SPACERAK	Heartland Steel Products, LLC	1/10/2011 85/213,758	8/16/2011 4,011,712	Renewed

**II. TRADEMARK APPLICATIONS**

None.