

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMS International Corporation		12/22/2016	Corporation: DELAWARE
Shasta Services, LLC		12/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	Mail Code NY1-C413, 4 CMC		
Internal Address:	CIB DMO WLO		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3177518	GENBLEND	
Registration Number:	3330959		
Registration Number:	3174600	TUBE CITY	
Registration Number:	3667845	TUBE CITY IMS	
Registration Number:	3551849	TUBE CITY IMS	
Registration Number:	3436025	WE CREATE VALUE	
Registration Number:	3570124	SCRAP OPTIMISER	
Registration Number:	3467982	SCRAP OPTIMISER	
Registration Number:	3265220	THE EVOLUTION OF VALUE	
Serial Number:	86432915	SRP - STAINLESS RECOVERY PROCESS	
Serial Number:	86608253	NEUTRAVAL	
Registration Number:	4870214	EPS EXTRUDED PRODUCT SERVICES	
Serial Number:	86885968	TMS INTERNATIONAL	
Serial Number:	86910976	TMS INTERNATIONAL	
Serial Number:	86952375	PLYMOUTH ROCK	
Serial Number:	87076923	ICT INNOVATIVE CUTTING TECHNOLOGY	
Registration Number:	1614304	SHASTA	
TRADEMARK			

OP \$465.00 3177518

Property Type	Number	Word Mark
Registration Number:	1614305	SHASTA

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/22/2016
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Total Attachments: 9

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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 as of December 22, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders.

WHEREAS, that certain Credit Agreement, dated as of October 16, 2013 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, including as amended by Amendment No. 1, dated as of June 17, 2014, Amendment No. 2, dated as of February 29, 2016 and Amendment No. 3, dated as of the date hereof, the “**Credit Agreement**”), among Crystal Acquisition Company, Inc., a Delaware corporation, TMS International Corporation (formerly known as Tube City IMS Corporation), a Delaware corporation, TMS International, LLC (formerly known as Tube City IMS, LLC), a Delaware limited liability company, the Pledgors, TMS International Canada Limited (formerly known as Tube City IMS Canada Limited), a corporation formed under the Federal laws of Canada, TMS International France S.A.S. (formerly Tube City IMS France Centre S.A.S. and Tube City IMS France S.A.S.), a *société par actions simplifiée unipersonnelle*, organized under the laws of France, with a share capital of €182,200 incorporated with the *Registre du commerce et des sociétés* of Salon de Provence under trade number 508 917 366, with registered office located at 10 Avenue Aristide Briand, Immeuble le Briand, 13800 Istres, France, TMS International Services UK Limited, a limited company incorporated in England and Wales (registered number 00735742) whose registered office is at The Broadgate Tower 3rd Floor, 20 Primrose Street, London, EC2A 2RS, Hanson Resource Management Limited, a limited company incorporated in England and Wales (registered number 03155190) whose registered office is at The Broadgate Tower 3rd Floor, 20 Primrose Street, London, EC2A 2RS, the lenders party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian administrative agent, and J.P. Morgan Europe Limited, as European administrative agent and European collateral agent and each of the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Pledgor is party to that certain Pledge and Security Agreement dated as of October 16, 2013 in favor of the Administrative 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 Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed 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:

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. Each Pledgor hereby grants to the Administrative Agent for the benefit of the Lenders a security interest in all of such Pledgor's right, title and interest in and to the following of such Pledgor (the "***Pledged Collateral***"):

(a) the Trademarks 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 associated with such Trademarks (the "***Pledged Trademarks***");

(b) all extensions, renewals and reversions 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;

(c) 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

(d) 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 Pledged Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Pledged Collateral," shall not include any Excluded Property.

SECTION 3. Security for Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged 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 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 Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or authority record this Trademark Security Agreement.

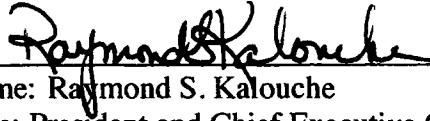
SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Pledged Collateral under this Trademark Security Agreement.

SECTION 6. 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.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

TMS INTERNATIONAL CORPORATION

By: 
Name: Raymond S. Kalouche
Title: President and Chief Executive Officer

[TMS – Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK
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SHASTA SERVICES, LLC

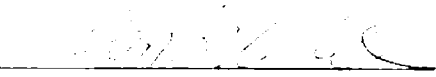
By: 
Name: Daniel E. Rosati
Title: President

[TMS – Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005951 FRAME: 0277

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Dan Bueno
Authorized Officer

[TMS - Signature Page to Trademark Security Agreement (ABL.)]

TRADEMARK
REEL: 005951 FRAME: 0278

SCHEDULE A

<u>Owner</u>	<u>File No.</u>	<u>Country</u>	<u>App'l. No./ Date</u>	<u>Regis. No./ Date</u>	<u>Title</u>
TMS International Corporation	<u>RE001487- 000</u>	<u>U.S.</u>	<u>76/622,364 11/26/2004</u>	<u>3,177,518 11/28/2006</u>	<u>GENBLEND</u> <u>International Class 9.</u>
TMS International Corporation	<u>RE001488- 000</u>	<u>U.S.</u>	<u>78/607,285 04/12/2005</u>	<u>3,330,959 11/06/2007</u>	<u>SLOTTED SEMI-CIRCULAR HARDWARE DESIGNS</u> <u>(MISCELLANEOUS DESIGN) (Tube City IMS logo)</u> <u>International Classes 9, 35, 36, 37, 39 and 40.</u>
TMS International Corporation	<u>RE001491- 000</u>	<u>U.S.</u>	<u>76/622,365 11/26/2004</u>	<u>3,174,600 11/21/2006</u>	<u>TUBE CITY</u> <u>International Class 9.</u>
TMS International Corporation	<u>RE001492- 000</u>	<u>U.S.</u>	<u>78/607,281 04/12/2005</u>	<u>3,667,845 08/11/2009</u>	<u>TUBE CITY IMS and Design</u> <u>International Classes 9, 35, 36 and 40.</u>
TMS International Corporation	<u>RE001493- 000</u>	<u>U.S.</u>	<u>78/607,080 04/12/2005</u>	<u>3,551,849 12/23/2008</u>	<u>TUBE CITY IMS</u> <u>International Classes 9, 35, 36, 37, 39 and 40.</u>
TMS International Corporation	<u>RE001517- 000</u>	<u>U.S.</u>	<u>78/859,257 04/11/2006</u>	<u>3,436,025 05/27/2008</u>	<u>WE CREATE VALUE</u> <u>International Classes 9, 35, 36, 37, 39 and 40.</u>
TMS International Corporation	<u>RE001564- 000</u>	<u>U.S.</u>	<u>78/948,659 08/09/2006</u>	<u>3,570,124 02/03/2009</u>	<u>SCRAP OPTIMISER (Block Letters)</u> <u>International Classes 35.</u>
TMS International Corporation	<u>RE001564- 008</u>	<u>U.S.</u>	<u>78/979,913 08/09/2006</u>	<u>3,467,982 7/15/2008</u>	<u>SCRAP OPTIMISER (Block Letters)</u> <u>International Class 9.</u>

TMS International Corporation	RE001574-000	U.S.	78/974,830 09/14/2006	3,265,220 07/17/2007	<u>EVOLUTION OF VALUE</u> <u>International Class 9.</u>
TMS International Corporation	RE002004-000	U.S.	86/432,915 10/23/2014	Pending ITU	<u>SRP – STAINLESS RECOVERY PROCESS</u> <u>International Class 40</u>
TMS International Corporation	RE002027-000	U.S.	86/608,253 04/23/2015	Pending ITU	<u>NEUTRAVAL</u> <u>International Class 01</u>
TMS International Corporation	RE002028-000	U.S.	86/608,311 04/23/2015	4,870,214 12/15/2015	<u>ESP EXTRUDED PRODUCT SERVICES</u> <u>International Class 40</u>
TMS International Corporation	RE002079-000	U.S.	86/885,968 01/25/2016	Pending ITU	<u>TMS INTERNATIONAL</u> <u>International Classes 9, 35, 36, 37, 39 and 40.</u>
TMS International Corporation	RE002082-000	U.S.	86/910,976 02/17/2016	Pending ITU	<u>TMS INTERNATIONAL and Design</u> <u>International Classes 9, 35, 36, 37, 39 and 40.</u>
TMS International Corporation	RE002090-000	U.S.	86/952,375 03/24/16	Pending ITU	<u>PLYMOUTH ROCK</u> <u>International Class 19.</u>
TMS International Corporation	RE002101-000	U.S.	87/076,923 06/20/2016	Pending ITU	<u>ICT INNOVATIVE CUTTING TECHNOLOGY & Design</u> <u>International Class 40.</u>
Shasta Services, LLC	7623-1606126	U.S.	73/821,800 8/28/1989	1,614,304 9/18/1990	<u>SHASTA</u> <u>International Classes 40 and 42</u>
Shasta Services, LLC	7623-1606130	U.S.	73/821,801 8/28/1989	1,614,305 9/18/1990	<u>SHASTA & Design</u> <u>International Classes 40 and 42</u>