

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND STEEL PRODUCTS, LLC		12/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CENTERFIELD CAPITAL PARTNERS III, L.P.		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4011712	SPACERAK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Mario Alvarez		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Mario Alvarez		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	01/20/2017		
Total Attachments: 7			
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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 CENTERFIELD CAPITAL PARTNERS III, L.P., a Delaware limited partnership, as agent (in such capacity, together with its successors and permitted assigns, the "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"), Centerfield Capital Partners III, L.P., a Delaware limited partnership ("Centerfield III"), CCP III-A, L.P., a Delaware limited partnership ("CCP III"), and CCP III-SBIC, L.P., a Delaware limited partnership ("CCP III SBIC"; and, together with Centerfield III and CCP III, the "Purchasers"), and Agent, have entered into that certain Senior Subordinated Notes Purchase Agreement dated as of December 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Purchasers have agreed to purchase certain subordinated promissory notes of the Borrowers;

WHEREAS, in connection with the Purchase 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 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 Purchase 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 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 Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Borrowers, 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 Subordination. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT OR THE SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT"), BY AND BETWEEN FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, CENTERFIELD CAPITAL PARTNERS III, L.P., CCP III-A, L.P. AND CCP III-SBIC, L.P. AND CERTAIN OTHER PERSONS OR PARTIES THAT MAY BECOME PARTY THERETO FROM TIME TO

TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

Section 7 Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF INDIANA.

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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. Reiser

Name: Frederic W. Reiser

Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

AGENT:

CENTERFIELD CAPITAL PARTNERS III, L.P.,
a Delaware limited partnership, as Agent

By: Centerfield Capital Partners III, LLC,
its general partner

By: Centerfield Management III, Inc.,
its manager

By: _____

Name: Mark A. Hollis

Title: Authorized Officer

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:

AGENT:

CENTERFIELD CAPITAL PARTNERS III, L.P.,
a Delaware limited partnership, as Agent

By: Centerfield Capital Partners III, LLC,
its general partner

By: Centerfield Management III, Inc.,
its manager

By: Mark A. Hollis

Name: Mark A. Hollis

Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

I. REGISTERED AND ISSUED TRADEMARKS

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

II. TRADEMARK APPLICATIONS

None.