

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GERDAU MACSTEEL, INC		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NITROSTEEL, LLC		
Street Address:	150 Field Drive		
Internal Address:	Two Conway Park, Suite 300		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2590394	NITRO-100	
Registration Number:	2120181	NITROSTEEL	
Registration Number:	3513059	NITROBRITE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	2149813483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	03/31/2017		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 31, 2017 (this "Assignment"), is made and entered into by and between Gerdau MacSteel, Inc., a Delaware corporation (the "Seller") and NitroSteel, LLC, a Delaware limited liability company ("Buyer"). The Seller and Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Seller and an Affiliate of the Buyer entered into that certain Asset Purchase Agreement dated as of March 6, 2017 (the "Asset Purchase Agreement");

WHEREAS, such Affiliate of the Buyer assigned certain rights under the Asset Purchase Agreement to Buyer pursuant to that certain Asset Purchase Agreement Assignment and Assumption Agreement, dated as of March 31, 2017; and

WHEREAS, Seller is the owner of the entire right, title and interest in and to the Intellectual Property primarily related to Seller's NitroSteel business, including, without limitation, all Trademarks, domain names, and patents (including applications therefor) listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment and Assumption. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of Seller's right, title and interest in and to the Intellectual Property primarily related to Seller's NitroSteel business, including such Intellectual Property listed on Schedule A attached hereto.

2. Effectiveness. This Assignment shall be effective as of the Closing.

3. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

- a. Section 12.01 (Choice of Law; Submission to Jurisdiction; Consent to Service of Process; Jury Trial Waiver) of the Asset Purchase Agreement shall apply to this Assignment *mutatis mutandis* as if set forth herein at length.
- b. FOR THE AVOIDANCE OF DOUBT, EACH PARTY HERETO IRREVOCABLY AND ABSOLUTELY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH, ARISING UNDER OR RELATING TO THIS ASSIGNMENT OR ANY RELATED DOCUMENTS AND AGREES TO TAKE ALL ACTION NECESSARY AND APPROPRIATE TO EFFECT SUCH WAIVER.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (in accordance with, and as permitted by, the Asset Purchase Agreement). Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

6. Counterparts. This Assignment may be executed in one or more counterparts (including electronically by facsimile or .PDF), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of Buyer and Seller with respect to the matters contemplated by this Assignment and supersedes any previous agreement between Buyer and Seller in relation to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

SELLER:

GERDAU MACSTEEL, INC.

By: 

Name: Robert P. Wallace

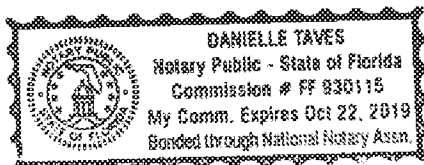
Title: Director of Legal Affairs/Assistant Secretary

STATE OF Florida)
COUNTY OF Hillsborough)ss.

On March 29 2017 before me, Danielle Taves
personally appeared Robert P. Wallace
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Danielle Taves
(NOTARY SEAL)



[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 006023 FRAME: 0600

BUYER:

NITROSTEEL LLC

By: _____

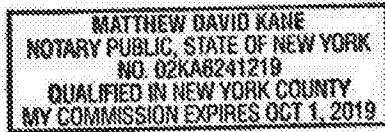
Name: James J. Zenni, Jr.
Title: President

STATE OF New York)
COUNTY OF New York) ss.

On 3/29/17 before me, Matthew Kane
personally appeared James S. Zenni, Jr.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
(NOTARY SEAL)



[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 006023 FRAME: 0601

Schedule A

I. United States Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Serial Number	Assignor Entity
NITRO-100	U.S. Reg. No. 2,590,394	75/910774	Gerdau Macsteel, Inc.
NITROSTEEL	U.S. Reg. No. 2,120,181	74/608735	Gerdau Macsteel, Inc.
NITROBRITE	U.S. Reg. No. 3,513,059	77029571	Gerdau Macsteel, Inc.

II. Non-U.S. Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Country	Assignor Entity
N/A	N/A	N/A	N/A	N/A

III. Domain Names

Domain	Assignor Entity
NitroSteel.com	Gerdau Macsteel, Inc.
NitroSteel.org	Gerdau Macsteel, Inc.

IV. United States Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity
N/A	N/A	N/A

V. Non-U.S. Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity	Country
N/A	N/A	N/A	N/A

VI. United States Copyrights

Title	Registration Number	Assignor Entity
N/A	N/A	N/A