

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nitrosteel, LLC		03/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Z Capital Commercial Finance, L.L.C., as Administrative Agent		
Street Address:	Two Conway Park		
Internal Address:	150 Field Drive, 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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2021		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	33868-30330		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/03/2017		
Total Attachments: 5			

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MARCH 6, 2017 AS THE SAME MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, WAIVED AND/OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “INTERCREDITOR AGREEMENT”), AMONG WHEATON BANK & TRUST COMPANY, AS FIRST PRIORITY REPRESENTATIVE, AND Z CAPITAL COMMERCIAL FINANCE, L.L.C., AS SECOND LIEN REPRESENTATIVE AND THE GRANTORS (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 6, 2017, is made by NITROSTEEL, LLC, a Delaware limited liability company (“Grantor”), in favor of Z CAPITAL COMMERCIAL FINANCE, L.L.C., as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor, Alliance Metal Processing, LLC, a Delaware limited liability company, and Atmosphere Annealing, LLC, a Delaware limited liability company, have executed and delivered that certain Second Lien Guaranty and Collateral Agreement of even date herewith in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor is pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or the Credit Agreement referred to therein.

2. Grant of Security Interest. 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 the Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guaranty and Collateral Agreement, the terms of the Second Lien Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

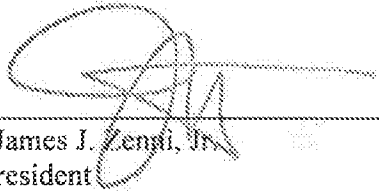
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

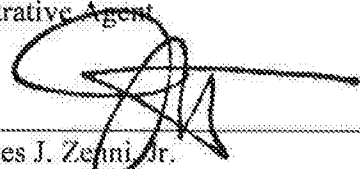
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NITROSTEEL, LLC,
a Delaware limited liability company

By: 
Name: James J. Zensi, Jr.
Title: President

[Signature Page Second Lien Trademark Security Agreement]

Z Capital Commercial Finance, L.L.C.,
as Administrative Agent



By: _____

Name: James J. Zenni, Jr.

Title: Authorized Signatory

[Signature Page Second Lien Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Countr y</u>	<u>Registration No.</u>	<u>Registration Date</u>
NitroSteel, LLC	NITRO-100	U.S.	U.S. Reg. No. 2,590,394	July 9, 2002
NitroSteel, LLC	NITROSTEEL	U.S.	U.S. Reg. No. 2,120,181	December 9, 1997
NitroSteel, LLC	NITROBITE	U.S.	U.S. Reg. No. 3,513,059	October 7, 2008