

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426000

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|---|--|---------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Western Tube & Conduit Corporation | | 04/14/2017 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3287238 | DESIGNER SERIES COLOR EMT | |
| Registration Number: | 4349398 | DESIGNER SERIES COLOR EMT | |
| Registration Number: | 2881074 | GAL-Z | |
| Registration Number: | 3721976 | WTC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 614-280-3566 | | |
| Email: | james.murray@wolterskluwer.com | | |
| Correspondent Name: | James Murray | | |
| Address Line 1: | 4400 Easton Commons Way, Suite 125 | | |
| Address Line 2: | CT Corporation | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Doris Ka | | |
| SIGNATURE: | /Doris Ka/ | | |
| DATE SIGNED: | 05/03/2017 | | |
| Total Attachments: 6 | | | |
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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 April 14, 2017, is made by the Person listed on the signature pages hereof (the “**Pledgor**”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of March 11, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, including by that certain Amendment and Restatement Agreement, dated as of November 13, 2014, and as amended by Amendment No. 1, dated as of May 19, 2017, the “**ABL Credit Agreement**”), was entered into by and among Wheatland Tube, LLC (f/k/a JOHN MANEELY COMPANY), a Pennsylvania limited liability company (“**Borrower**”), Zekelman Industries, Inc. (f/k/a JMC STEEL GROUP, INC.), a Delaware corporation (“**Holdings**”), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, in connection with the ABL Credit Agreement, and in consideration of the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, the Pledgor has entered into, by supplement, that certain Security Agreement dated March 11, 2011 (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 Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and have agreed as a condition thereof 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, the Pledgor agrees as follows:

Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Pledgor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the trademark and service mark registrations and applications 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 symbolized thereby (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations 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 the Pledgor accruing thereunder or pertaining thereto;

(iii) 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

(iv) 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 Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of the Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

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.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

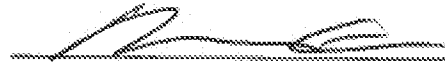
in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the 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.

**WESTERN TUBE & CONDUIT
CORPORATION**



Name: Michael P. McNamara, Jr.

Title: President and Secretary

[ABL Trademark Security Agreement]

**TRADEMARK
REEL: 006048 FRAME: 0169**

Schedule A

TRADEMARKS:

| Jurisdiction | Mark | Recorded Owner | Application Number | Application Date | Registration Number | Registration Date |
|---------------------|------------------------------------|--|---------------------------|-------------------------|----------------------------|--------------------------|
| United States | DESIGNER SERIES COLOR EMT | Western Tube & Conduit Corporation | 78/897101 | 5/31/2006 | 3287238 | 8/28/2007 |
| United States | DESIGNER SERIES COLOR EMT | Western Tube & Conduit Corporation | 85/734992 | 9/21/2012 | 4349398 | 6/11/2013 |
| United States | GAL-Z | Western Tube & Conduit Corporation | 76/538157 | 8/18/2003 | 2881074 | 9/7/2004 |
| Canada | WTC (stylized) AND DESIGN | Western Tube & Conduit Corporation | 1457969 | 11/4/2009 | TMA797144 | 5/10/2011 |
| United States | WTC (stylized) AND DESIGN | Western Tube & Conduit Corporation | 77/735512 | 5/12/2009 | 3721976 | 12/8/2009 |