

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canam Buildings and Structures Inc.		06/30/2017	Corporation: DELAWARE
Canam Steel Corporation		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc, as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3645559	CANAM	
Registration Number:	5071053		
Registration Number:	4476673	BUILDMASTER	
Registration Number:	1998521	MD2000	
Registration Number:	2266212	MUROX	
Registration Number:	0990642	HAMBRO	
Registration Number:	1478270	ROLLBAR	
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:	Elaine Carrera		

OP \$190.00 3645559

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/30/2017
Total Attachments: 7 source=06. Canam - U.S. Trademark Security Agreement (TL)#page1.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page2.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page3.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page4.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page5.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page6.tif source=06. Canam - U.S. Trademark Security Agreement (TL)#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of June 30, 2017 by the undersigned (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2017 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Term Loan Security Agreement"), by and among CANAVERAL ACQUISITION INC., a corporation organized under the *Business Corporations Act* (Québec), CANAM CONSTRUCTION INC., a corporation organized under the *Business Corporations Act* (Québec), CANAM STEEL CORPORATION, a Delaware corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and MORGAN STANLEY SENIOR FUNDING, INC. as Collateral Agent (the "Collateral Agent").

WHEREAS, each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Term Loan Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Term Loan Security Agreement. All capitalized terms used but not otherwise defined herein or in the Term Loan Security Agreement shall have the meanings given to them in the Term Loan Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks constituting Collateral owned by such Grantor (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including such Grantor's right, title and interest in, to and under all Trademarks set forth in Schedule I.

3. **TERM LOAN SECURITY AGREEMENT.** The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Term Loan Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Term Loan 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 conflicts with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Trademark Security Agreement by facsimile, ".pdf" or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

EXHIBIT D

TRADEMARK
REEL: 006096 FRAME: 0382

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Term Loan Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Morgan Stanley Senior Funding, Inc., as Collateral Agent, pursuant to this Trademark Security Agreement and the Term Loan Security Agreement in any Collateral, and the exercise of any right or remedy by Morgan Stanley Senior Funding, Inc., as Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of each Intercreditor Agreement, to the extent such Intercreditor Agreement is in effect at any time, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of any Intercreditor Agreement in effect at such time and the terms of this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each 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.

CANAM BUILDINGS AND
STRUCTURES INC.

By: 
Name: René Guizzetti
Title: Chief Financial Officer

CANAM STEEL CORPORATION

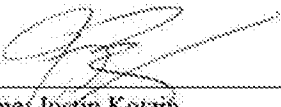
By: 
Name: René Guizzetti
Title: Chief Financial Officer

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0384

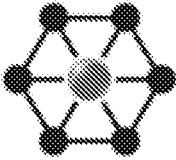
ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Justin Kotzih
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US TRADEMARKS

Trademark	Class I = Int'l	Registration Date and No.	Owner/Licensee	Comments
CANAM	I006, I035, I037, I040, I042	June 30, 2009 3645559	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Licensed to Canam Bridges Canada Inc.
	I006, I035, I037, I039, I040, I042	November 1, 2016 5071053	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Licensed to (1) Canam Bridges Canada Inc., (2) Canam Bridges US Inc., and (3) Canam Heavy Structures Inc.
BUILDMASTER	I037, I038, I039, I042	February 4, 2014 4476673	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	None.
MD2000	I006	September 3, 1996 1998521	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Licensed to (1) Canam Bridges US Inc. and (2) Canam Heavy Structures Inc.
MUROX	I006	August 3, 1999 2266212	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Licensed to (1) Canam Bridges US Inc. and (2) Canam Heavy Structures Inc.
HAMBRO	I006, I042	August 13, 1974 0990642	(1) Owned by Canam Buildings and Structures Inc.	Licensed to (1) Canam Bridges US Inc. and (2) Canam

Trademark	Class I = Int'l	Registration Date and No.	Owner/Licensee	Comments
			(2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Heavy Structures Inc.
ROLLBAR	I006	March 1, 1988 1478270	(1) Owned by Canam Buildings and Structures Inc. (2) License granted by Canam Buildings and Structures Inc. to Canam Steel Corporation.	Licensed to (1) Canam Bridges US Inc. and (2) Canam Heavy Structures Inc.