

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM441615

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A. M. Castle & Co.		08/31/2017	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	500 First Avenue, 4th Floor		
<b>Internal Address:</b>	Commercial Lending Services/DCC (P7-PFSC-04-L)		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1009462	CASTLE METALS	
<b>Registration Number:</b>	1128438	HA	
<b>Registration Number:</b>	1295685		
<b>Registration Number:</b>	1297178		
<b>Registration Number:</b>	1336048	CASTLE METALS	
<b>Registration Number:</b>	1336058	HA	
<b>Registration Number:</b>	1494616	METALINK	
<b>Registration Number:</b>	1509629	Q	
<b>Registration Number:</b>	1544169	SUPERCUT 150	
<b>Registration Number:</b>	1654717	TELCUT 40	
<b>Registration Number:</b>	1655225	PURECUT 20	
<b>Registration Number:</b>	1658801	PURECUT 40	
<b>Registration Number:</b>	1868639	PROCESSED WITH PRIDE	
<b>Registration Number:</b>	1932161	TELCUT	
<b>Registration Number:</b>	2130876	CASTLE ADVANCED MATERIALS SPG	
<b>Registration Number:</b>	2093452	QUIK BUY	
<b>Registration Number:</b>	2053333	HA INDUSTRIES	
<b>Registration Number:</b>	2091773	METAL EXPRESS	

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Property Type	Number	Word Mark
Registration Number:	2314848	CMQ
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	2482989	PROCUT
Registration Number:	3576860	OLIVER STEEL PLATE
Registration Number:	3473178	OLIVER STEEL PLATE
Registration Number:	3477543	OLIVER
Registration Number:	3573220	OLIVER
Registration Number:	3466369	CASTLE METALS
Registration Number:	3466370	
Registration Number:	3896853	CASTLE METALS PLUS
Registration Number:	4332334	INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YO
Registration Number:	4628011	OILSPIEL
Registration Number:	5216037	TIERNAY METALS

#### CORRESPONDENCE DATA

**Fax Number:** 3128637865

*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.*

**Phone:** 312-201-3865

**Email:** sharon.patterson@goldbergkohn.com

**Correspondent Name:** Sharon Patterson, Paralegal

**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.

**Address Line 2:** Ste. 3300

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	4033.138
<b>NAME OF SUBMITTER:</b>	Sharon Patterson
<b>SIGNATURE:</b>	/sharon patterson/
<b>DATE SIGNED:</b>	09/01/2017

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of August 31, 2017, by A.M. CASTLE & CO., a Maryland corporation (the "Grantor"), with its mailing address of 1420 Kensington Road, Suite 220, Oak Brook, Illinois 60523, in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below), with its mailing address of 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606.

### W I T N E S S E T H

WHEREAS, the Grantor, certain affiliates of the Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Termination. Upon the payment and satisfaction in full of all Obligations in accordance with Section 1.4 of the Credit Agreement, the security interests created under this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments reasonably requested by Grantor to evidence termination of such security interests including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interests in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of any of the Trademark Collateral.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

A.M. CASTLE & CO.,  
as Grantor

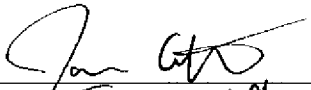
By: 

Print Name Mares E. Edgar

Title: Executive Vice President, General Counsel,  
Secretary & Chief Administrative Officer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: James Clifton  
Its: Senior Vice President

**SCHEDULE 1**  
**TRADEMARKS**

United States:

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
Castle Metals Aerospace	N/A	Registered in Wisconsin	N/A	N/A
Castle Metals Aerospace	N/A	Registered in Arizona	N/A	N/A
Castle Metals Oil & Gas	N/A	Registered in Wisconsin	N/A	N/A
Castle Metals Oil & Gas	N/A	Registered in Arizona	N/A	N/A
Tube Supply	N/A	Registered in Arizona	N/A	N/A
Metaline	0590694	Registered	TMA357679	06/30/1989
CASTLE METALS	73026646	Registered	1009462	04/29/1975
HA & Design	73165470	Registered	1128438	12/25/1979
[Castle in Circle Design]	73440792	Registered	1295685	09/18/1984
[Castle in Circle Design]	73444841	Registered	1297178	09/18/1984
CASTLE METALS	73466822	Registered	1336048	05/14/1985
HA & Design	73484080	Registered	1336058	05/14/1985
METALINK	73644127	Registered	1494616	06/28/1988
Q & Castle Design	73681232	Registered	1509629	10/18/1988
SUPERCUT 150	73765379	Registered	1544169	06/20/1989
TELCUT 40	73825585	Registered	1654717	08/27/1991
PURECUT 20	74097166	Registered	1655225	09/03/1991
PURECUT 40	74097167	Registered	1658801	10/01/1991
PROCESSED WITH PRIDE	74460287	Registered	1868639	12/20/1994
TELCUT	74467441	Registered	1932161	10/31/1995
CASTLE ADVANCED MATERIALS SPG	74613432	Registered	2130876	01/20/1998
QUIK BUY	74655156	Registered	2093452	09/02/1997
HA Industries & Design	74662825	Registered	2053333	04/15/1997
METAL EXPRESS	74666260	Registered	2091773	08/26/1997
CMQ	75233972	Registered	2314848	02/01/2000
STRESSFREE	75239882	Registered	2248378	05/25/1999
STRESSFREE	75330849	Registered	2248387	05/25/1999
PROCUT	75607146	Registered	2482989	08/28/2001

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
OLIVER STEEL PLATE & Design	77132375	Registered	3576860	02/17/2009
OLIVER STEEL PLATE & Design	77132387	Registered	3473178	07/22/2008
Oliver	77147320	Registered	3477543	07/29/2008
Oliver	77147344	Registered	3573220	02/10/2009
CASTLE METALS	77302911	Registered	3466369	07/15/2008
[Castle in Circle Design]	77303050	Registered	3466370	07/15/2008
CASTLE METALS PLUS	85026015	Registered	3896853	12/28/2010
INNOVATIVE SUPPLY- CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	85236659	Registered	4332334	05/07/2013
OILSPIEL	86210547	Registered	4628011	10/28/2014
Tiernay Metals	86745531	Registered	5216037	06/06/2017

Canada:

MARK	STATUS	REGISTRATION NUMBER	REGIS. DATE
HA DESIGN	Registered	TMA355839	1989-05-12
CASTLE DESIGN	Registered	TMA346095	1988-10-07
TURRET DESIGN	Registered	TMA358007	1989-06-30
HY-ALLOY STEELS HA & DESIGN	Registered	TMA349591	1988-12-23
HA DESIGN	Registered	TMA355830	1989-05-12
THE ONE CALL TO MAKE IF YOU MAKE IT WITH METAL	Registered	TMA344674	1988-09-09
CASTLE METALS & DESIGN	Registered	TMA346195	1988-10-14
TIERNAY METALS	Not Registered	APP NO. 1746221	
Q AND CASTLE TURRET DESIGN	Registered	TMA360429	1989-09-15
METALINE	Registered	TMA357679	1989-06-30
INNOVATIVE SUPPLY- CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	Registered	TMA818920	2012-03-01
CASTLE METALS & DESIGN	Registered	TMA357849	1989-06-30



MARK	STATUS	REGISTRATION NUMBER	REGIS. DATE
CASTLE METALS	Registered	TMA344673	1988-09-09