

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445911

<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>
HIRSCHFELD STEEL GROUP LP		06/09/2017	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3672558	HIRSCHFELD	
<b>Registration Number:</b>	3672557	HIRSCHFELD	
<b>Registration Number:</b>	1942762		
<b>Registration Number:</b>	1941178		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	ONE LOGAN SQUARE		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-17025		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	10/04/2017		

OP \$115.00 3672558

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 9th day of June, 2017, by the Grantor listed on the signature page hereof, and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of June 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, Hirschfeld Industries Bridge LLC, a North Carolina limited liability company ("Hirschfeld Industries"), Hirschfeld Properties LP, a Texas limited partnership ("Hirschfeld Properties"), Hirschfeld Energy Systems LLC, a Delaware limited liability company ("Hirschfeld Energy"), Hirschfeld Steel Management Company LLC, a Texas limited liability company ("Hirschfeld Steel"), Hirschfeld Properties Management Company LLC, a Texas limited liability company ("Hirschfeld Properties Management"), Hirschfeld Wind Energy Solutions LLC, a Texas limited liability company ("Hirschfeld Wind"), Hirschfeld Wind Energy Solutions II LLC, a Texas limited liability company ("Hirschfeld Wind II", together with Grantor, Hirschfeld Industries, Hirschfeld Properties, Hirschfeld Energy, Hirschfeld Steel, Hirschfeld Properties Management, and Hirschfeld Wind and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), PNC, as a Revolving Lender and as a Term Loan Lender, the other financial institutions which are now or which hereafter become a party hereto (collectively, with PNC, the "Lenders" and each individually a "Lender"), Agent, PNC Capital Markets LLC, as lead arranger (in such capacity, together with its successor and permitted assigns in such capacity, the "Lead Arranger") and PNC Capital Markets LLC as book runner (in such capacity, together with its successors and permitted assigns in such capacity, the "Book Runner"), the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor that are disclosed to Agent. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as

the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

HIRSCHFELD STEEL GROUP LP,  
a Texas limited partnership

By: Hirschfeld Steel Management LLC,  
its general partner

By: Warren Bonham  
Name: Warren Bonham  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006173 FRAME: 0431

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Name: John Lundberg





Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006173 FRAME: 0432**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App./Reg. No.</u>
Hirschfeld Steel Group LP	HIRSCHFELD 	United States	Registered	3672558
Hirschfeld Steel Group LP	HIRSCHFELD  HIRSCHFELD	United States	Registered	3672557
Hirschfeld Steel Group LP	<i>Design Only</i> 	United States	Registered	1942762
Hirschfeld Steel Group LP	<i>Design Only</i> 	United States	Renewed (Registered)	1941178
Hirschfeld Steel Group LP	HIRSCHFELD INDUSTRIES <b>HIRSCHFELD</b> INDUSTRIES	Alabama	Registered	111320