

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. M. Castle & Co.		08/31/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2130876	CASTLE ADVANCED MATERIALS SPG	
Registration Number:	1295685		
Registration Number:	1297178		
Registration Number:	3466370		
Registration Number:	1336048	CASTLE METALS	
Registration Number:	3466369	CASTLE METALS	
Registration Number:	1009462	CASTLE METALS	
Registration Number:	3896853	CASTLE METALS PLUS	
Registration Number:	2314848	CMQ	
Registration Number:	1128438	HA	
Registration Number:	1336058	HA	
Registration Number:	2053333	HA INDUSTRIES	
Registration Number:	4332334	INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YO	
Registration Number:	2091773	METAL EXPRESS	
Registration Number:	1494616	METALINK	
Registration Number:	4628011	OILSPIEL	
Registration Number:	3477543	OLIVER	
Registration Number:	3573220	OLIVER	
Registration Number:	3473178	OLIVER STEEL PLATE	

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Property Type	Number	Word Mark
Registration Number:	3576860	OLIVER STEEL PLATE
Registration Number:	1868639	PROCESSED WITH PRIDE
Registration Number:	2482989	PROCUT
Registration Number:	1655225	PURECUT 20
Registration Number:	1658801	PURECUT 40
Registration Number:	1509629	Q
Registration Number:	2093452	QUIK BUY
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	1544169	SUPERCUT 150
Registration Number:	1932161	TELCUT
Registration Number:	1654717	TELCUT 40
Registration Number:	3080973	PLASTIC STORE
Registration Number:	3088906	THE PLASTICS STORE
Registration Number:	5216037	TIERNAY METALS
Registration Number:	2112867	TOTAL PLASTICS, INC.
Registration Number:	2120410	TPI

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21749-002
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	10/05/2017

Total Attachments: 9

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**GRANT OF SECURITY INTEREST IN UNITED STATES AND CANADIAN
TRADEMARKS**

This Grant of Security Interest in United States and Canadian Trademarks, dated as of August 31, 2017, is entered into by and among A. M. Castle & Co., a corporation organized under the laws of State of Maryland (the “Grantor”), having its chief executive office at 1420 Kensington Road, Suite 220, Oak Brook, IL 60523, in favor of Wilmington Savings Fund Society, FSB, as Collateral Agent for the Secured Parties (as defined in the Security Agreement referred to below), having its principal offices at 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801 (the “Grantee”).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States and Canadian trademarks and associated United States and Canadian trademark registrations and applications for registration set forth in Schedule A attached hereto (the “Marks”);

WHEREAS, the Grantor has granted a security interest in and lien upon the Marks to the Grantee, pursuant to the Pledge and Security Agreement, dated as of August 31, 2017, made by the Grantor, the other Grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby assigns, mortgages, pledges and hypothecates to the Grantee, for the benefit of the Secured Parties, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, a continuing lien and an absolute, unconditional and continuing security interest in: (i) the Marks, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; provided, however, that no lien and security interest is granted on intent-to-use trademark applications prior to the filing of a “statement of use” with respect thereto, to the extent and for so long as creation by the Company or a Guarantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof;

Upon the occurrence of the Termination Date (as defined in the Security Agreement), at the Grantor’s sole expense, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant (without recourse to or representation or warranty of any kind whatsoever by the Grantee).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement,

all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interests in United States and Canadian Trademarks as of the date first set forth above.

A. M. Castle & Co.,
as Grantor

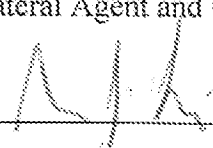
By: 

Name: Marec E. Edgar

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

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security
Interests in United States and Canadian Trademarks as of the date first set forth above.

Wilmington Savings Fund Society, FSB
as Collateral Agent and Grantee

By: 
Name: _____
Title: **Geoffrey J. Lewis**
Vice President

SCHEDULE A

Mark	Owner	Country	Application Type	Application No.	Application Date	Registration No.	Registration Date	Status
CASTLE ADVANCED MATERIALS SPG	A. M. Castle & Co.	United States	Trademark	74613432	12/20/1994	2130876	1/20/1998	Registered/Granted
Castle in Circle Design	A. M. Castle & Co.	United States	Trademark	73440792	8/24/1983	1295685	9/18/1984	Registered/Granted
Castle in Circle Design	A. M. Castle & Co.	United States	Trademark	73444841	9/22/1983	1297178	9/18/1984	Registered/Granted
Castle in Circle Design	A. M. Castle & Co.	United States	Trademark	77303050	10/12/2007	3466370	7/15/2008	Registered/Granted
CASTLE METALS	A. M. Castle & Co.	United States	Trademark	73466822	2/23/1984	1336048	5/14/1985	Registered/Granted
CASTLE METALS	A. M. Castle & Co.	United States	Trademark	77302911	10/12/2007	3466369	7/15/2008	Registered/Granted
CASTLE METALS & Design	A. M. Castle & Co.	United States	Trademark	73026646	7/12/1974	1009462	4/29/1975	Registered/Granted
CASTLE METALS PLUS	A. M. Castle & Co.	United States	Trademark	85026015	4/29/2010	3896853	12/28/2010	Registered/Granted
CMQ	A. M. Castle & Co.	United States	Trademark	75233972	1/30/1997	2314848	2/1/2000	Registered/Granted
HA & Design	A. M. Castle & Co.	United States	Trademark	73165470	4/7/1978	1128438	12/25/1979	Registered/Granted

Mark	Owner	Country	Application Type	Application No.	Application Date	Registration No.	Registration Date	Status
HA & Design (Shaded H)	A. M. Castle & Co.	United States	Trademark	73484080	6/7/1984	1336058	5/14/1985	Registered/Granted
HA INDUSTRIES & Design	A. M. Castle & Co.	United States	Trademark	74662825	4/13/1995	2053333	4/15/1997	Registered/Granted
INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	A. M. Castle & Co.	United States	Trademark	85236659	2/8/2011	4332334	5/7/2013	Registered/Granted
METAL EXPRESS	A. M. Castle & Co.	United States	Trademark	74666260	4/27/1995	2091773	8/26/1997	Registered/Granted
METALINK	A. M. Castle & Co.	United States	Trademark	73644127	2/11/1987	1494616	6/28/1988	Registered/Granted
OILSPIEL	A. M. Castle & Co.	United States	Trademark	86210547	3/4/2014	4628011	10/28/2014	Registered/Granted
OLIVER	A. M. Castle & Co.	United States	Trademark	77147320	4/3/2007	3477543	7/29/2008	Registered/Granted
OLIVER	A. M. Castle & Co.	United States	Trademark	77147344	4/3/2007	3573220	2/10/2009	Registered/Granted
OLIVER STEEL PLATE & Design	A. M. Castle & Co.	United States	Trademark	77132387	3/15/2007	3473178	7/22/2008	Registered/Granted
OLIVER STEEL PLATE & Design	A. M. Castle & Co.	United States	Trademark	77132375	3/15/2007	3576860	2/17/2009	Registered/Granted

Mark	Owner	Country	Application Type	Application No.	Application Date	Registration No.	Registration Date	Status
PROCESSED WITH PRIDE	A. M. Castle & Co.	United States	Trademark	74460287	11/18/1993	1868639	12/20/1994	Registered/Granted
PROCUT	A. M. Castle & Co.	United States	Trademark	75607146	12/17/1998	2482989	8/28/2001	Registered/Granted
PURECUT 20	A. M. Castle & Co.	United States	Trademark	74097166	9/14/1990	1655225	9/3/1991	Registered/Granted
PURECUT 40	A. M. Castle & Co.	United States	Trademark	74097167	9/14/1990	1658801	10/1/1991	Registered/Granted
Q & Castle Design	A. M. Castle & Co.	United States	Trademark	73681232	8/26/1987	1509629	10/18/1988	Registered/Granted
QUIK BUY	A. M. Castle & Co.	United States	Trademark	74655156	4/3/1995	2093452	9/2/1997	Registered/Granted
STRESSFREE	A. M. Castle & Co.	United States	Trademark	75239882	2/11/1997	2248378	5/25/1999	Registered/Granted
STRESSFREE Stylized	A. M. Castle & Co.	United States	Trademark	75330849	7/25/1997	2248387	5/25/1999	Registered/Granted
SUPERCUT 150 & Design	A. M. Castle & Co.	United States	Trademark	73765379	11/23/1988	1544169	6/20/1989	Registered/Granted
TELCUT	A. M. Castle & Co.	United States	Trademark	74467441	12/9/1993	1932161	10/31/1995	Registered/Granted
TELCUT 40	A. M. Castle & Co.	United States	Trademark	73825585	9/15/1989	1654717	8/27/1991	Registered/Granted

Mark	Owner	Country	Application Type	Application No.	Application Date	Registration No.	Registration Date	Status
THE PLASTICS STORE	A. M. Castle & Co.	United States	Trademark	78421543	5/19/2004	3080973	4/11/2006	Registered/Granted
THE PLASTICS STORE	A. M. Castle & Co.	United States	Trademark	78454275	7/21/2004	3088906	5/2/2006	Registered/Granted Expired
TIERNAY METALS	A. M. Castle & Co.	United States	Trademark	86745531	9/2/2015	5216037	6/6/2017	Pending Registered/Granted
TOTAL PLASTICS, INC.	A. M. Castle & Co.	United States	Trademark	75055278	2/8/1996	2112867	11/11/1997	Registered/Granted
TPI	A. M. Castle & Co.	United States	Trademark	75055275	2/8/1996	2120410	12/9/1997	Registered/Granted
Castle Design	A. M. Castle & Co.	Canada	Trademark	0591742	9/15/1987	TMA346095	10/7/1988	Registered/Granted
Castle in Circle Design	A. M. Castle & Co.	Canada	Trademark	0606340	5/4/1988	TMA358007	6/30/1989	Registered/Granted
CASTLE METALS	A. M. Castle & Co.	Canada	Trademark	0590666	8/27/1987	TMA344673	9/9/1988	Registered/Granted
CASTLE METALS & Design	A. M. Castle & Co.	Canada	Trademark	0606341	5/4/1988	TMA357849	6/30/1989	Registered/Granted
CASTLE METALS THE ONE CALL TO MAKE IF YOU MAKE IT WITH METAL & Design	A. M. Castle & Co.	Canada	Trademark	0591743	9/15/1987	TMA346195	10/14/1988	Registered/Granted

Mark	Owner	Country	Application Type	Application No.	Application Date	Registration No.	Registration Date	Status
HA Design (Shaded A)	A. M. Castle & Co.	Canada	Trademark	0596789	12/7/1987	TMA355839	5/12/1989	Registered/Granted
HA Design (Shaded H)	A. M. Castle & Co.	Canada	Trademark	0591741	9/15/1987	TMA355830	5/12/1989	Registered/Granted
HY-ALLOY HA STEELS & Design	A. M. Castle & Co.	Canada	Trademark	0596788	12/7/1987	TMA349591	12/23/1988	Registered/Granted
INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	A. M. Castle & Co.	Canada	Trademark	1517749	3/4/2011	TMA818920	3/1/2012	Registered/Granted
METALINE	A. M. Castle & Co.	Canada	Trademark	0590694	8/27/1987	TMA357679	6/30/1989	Registered/Granted
Q & Castle Design	A. M. Castle & Co.	Canada	Trademark	0598574	1/11/1988	TMA360429	9/15/1989	Registered/Granted
THE ONE CALL TO MAKE IF YOU MAKE IT WITH METAL	A. M. Castle & Co.	Canada	Trademark	0590696	8/27/1987	TMA344674	9/9/1988	Registered/Granted
TIERNAY METALS	A. M. Castle & Co.	Canada	Trademark	1746221	9/16/2015			Pending
TUBE SUPPLY CANADA	A. M. Castle & Co.	Canada	Trademark	1611985	1/30/2013			Pending Abandoned

TRADEMARK

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RECORDED: 10/05/2017