

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Niagara LaSalle Corporation		11/15/2017	Corporation: DELAWARE
Michigan Seamless Tube LLC		11/15/2017	Limited Liability Company: DELAWARE
Specialty Steel Works Incorporated		11/15/2017	Corporation: DELAWARE
The Corey Steel Company		11/15/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	760516	150
Registration Number:	2458718	CUSTOM-CUT
Registration Number:	655159	E.T.D.
Registration Number:	760229	FATIGUE-PROOF
Registration Number:	747471	L
Registration Number:	1876337	LA-LED
Registration Number:	621637	STRESSPROOF
Registration Number:	1610378	SUPER 1200
Registration Number:	2354605	NIAGARA LASALLE
Registration Number:	2093192	BLUE DIAMOND
Registration Number:	4881804	OPTIMA SPECIALTY STEEL
Registration Number:	2000650	COREY STEEL COMPANY
Registration Number:	2020150	COREY STEEL COMPANY
Registration Number:	2000649	COREY STEEL COMPANY
Registration Number:	2000648	COREY STEEL COMPANY

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512

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: 202-370-4750**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Melony Sot**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173857 TM
NAME OF SUBMITTER:	Joanne Arnold
SIGNATURE:	/Joanne Arnold/
DATE SIGNED:	11/15/2017

Total Attachments: 12

source=Trademark Security Agreement Submisison_V_1#page3.tif

source=Trademark Security Agreement Submisison_V_1#page4.tif

source=Trademark Security Agreement Submisison_V_1#page5.tif

source=Trademark Security Agreement Submisison_V_1#page6.tif

source=Trademark Security Agreement Submisison_V_1#page7.tif

source=Trademark Security Agreement Submisison_V_1#page8.tif

source=Trademark Security Agreement Submisison_V_1#page9.tif

source=Trademark Security Agreement Submisison_V_1#page10.tif

source=Trademark Security Agreement Submisison_V_1#page11.tif

source=Trademark Security Agreement Submisison_V_1#page12.tif

source=Trademark Security Agreement Submisison_V_1#page13.tif

source=Trademark Security Agreement Submisison_V_1#page14.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of November, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 15, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Specialty Steel Holdco, Inc., a Delaware corporation, as parent (“Parent”), Specialty Steel Works Incorporated, a Delaware corporation (“SSW”), Michigan Seamless Tube LLC, a Delaware limited liability company (“Michigan”), Niagara LaSalle Corporation, a Delaware corporation (“Niagara”), KES Acquisition Company, a Delaware corporation (“KES”), The Corey Steel Company, an Illinois corporation (“Corey”), and together with SSW, Michigan, Niagara, KES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent and Wells Fargo as sole lead arranger and sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 15, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

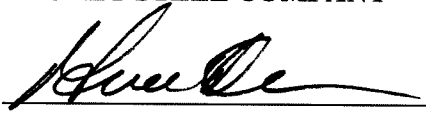
SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**NIAGARA LASALLE CORPORATION
MICHIGAN SEAMLESS TUBE LLC
SPECIALTY STEEL WORKS INCORPORATED
THE COREY STEEL COMPANY**

By: 

Name: Michael Salamon

Title: President, Chief Operating Officer and
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006206 FRAME: 0289**


AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name:


Amwar S. Young
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006206 FRAME: 0290

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Niagara LaSalle Corporation	USA	150	760516
Niagara LaSalle Corporation	USA	CUSTOM-CUT	2458718
Niagara LaSalle Corporation	USA	E.T.D.	655159
Niagara LaSalle Corporation	USA	FATIGUE- PROOF	760229
Niagara LaSalle Corporation	USA	L & DEVICE	747471
Niagara LaSalle Corporation	USA	LA-LED	1876337
Niagara LaSalle Corporation	USA	STRESSPROOF	621637
Niagara LaSalle Corporation	USA	SUPER 1200	1610378
Niagara LaSalle Corporation	USA	NIAGARA LASALLE & LOGO	2354605
Niagara LaSalle Corporation	Austria	ETGE	60306
Niagara LaSalle Corporation	Austria	FATIGUE- PROOF & L DEVICE	117296
Niagara LaSalle Corporation	Austria	STRESSPROOF & L DEVICE	117297

4983589.3

Niagara LaSalle Corporation	Benelux	E.T.D. (LOWERCASE LETTERS)	9215
Niagara LaSalle Corporation	Benelux	E.T.G. (LOWERCASE LETTERS)	423778
Niagara LaSalle Corporation	Benelux	FATIGUE- PROOF	9212
Niagara LaSalle Corporation	Benelux	STRESSPROOF	9216
Niagara LaSalle Corporation	Benelux	E.T.D. (LOWERCASE LETTERS, STYLIZED)	9215
Niagara LaSalle Corporation	Canada	FATIGUE- PROOF	TMA137512
Niagara LaSalle Corporation	Canada	E.T.D. IN OVAL (LOWERCASE LETTERS) E	TMA121386
Niagara LaSalle Corporation	Canada	STRESSPROOF	TMA120510
Niagara LaSalle Corporation	Czech Republic	ETG	257895
Niagara LaSalle Corporation	Denmark	ETDEE	596/1981
Niagara LaSalle Corporation	Denmark	ETGEE	3100/1981
Niagara LaSalle Corporation	Denmark	FATIGUE- PROOF & L DEVICE	39/1982
Niagara LaSalle Corporation	Denmark	STRESSPROOF & L DEVICE	38/1982
Niagara LaSalle	European Union	ETD	3466315

Corporation			
Niagara LaSalle Corporation	European Union	ETG	3465176
Niagara LaSalle Corporation	European Union	FATIGUE- PROOF & Bar Logo	4501441
Niagara LaSalle Corporation	European Union	STRESSPROOF & Bar Logo	4819901
Niagara LaSalle Corporation	Finland	ETGEE	84244
Niagara LaSalle Corporation	Finland	FATIGUE- PROOF & L DEVICE	87057
Niagara LaSalle Corporation	Finland	STRESSPROOF & L DEVICE	87058
Niagara LaSalle Corporation	France	E.T.D. IN OVAL (LOWERCASE LETTERS) E	1259518
Niagara LaSalle Corporation	France	E.T.D. 150	1478742
Niagara LaSalle Corporation	France	E.T.G. (LOWERCASE LETTERS)	1368556
Niagara LaSalle Corporation	France	FATIGUE- PROOF	1211742
Niagara LaSalle Corporation	France	STRESSPROOF	1211743
Niagara LaSalle Corporation	France	SUPER SURFACE	1478743
Niagara LaSalle Corporation	Germany	FATIGUE- PROOF	DE720200
Niagara LaSalle	Germany	STRESSPROOF	DE720225

Corporation			
Niagara LaSalle Corporation	Germany	ETD (LOWERCASE LETTERS)	DE727362
Niagara LaSalle Corporation	Germany	ETGE	DE846692
Niagara LaSalle Corporation	Germany	ETG	DE30130135
Niagara LaSalle Corporation	Hungary	ETG	179642
Niagara LaSalle Corporation	Italy	E.T.D. (LOWERCASE LETTERS)	1272789
Niagara LaSalle Corporation	Italy	E.T.G. (LOWERCASE LETTERS)	1218918
Niagara LaSalle Corporation	Italy	FATIGUE- PROOF	1272790
Niagara LaSalle Corporation	Italy	STRESSPROOF	1272788
Niagara LaSalle Corporation	Norway	ETGEE	111846
Niagara LaSalle Corporation	Norway	FATIGUE- PROOF & L DEVICE	113047
Niagara LaSalle Corporation	Norway	STRESSPROOF & L DEVICE	113424
Niagara LaSalle Corporation	Poland	ETG	161020
Niagara LaSalle Corporation	Slovak Republic	ETG	205824
Niagara LaSalle	Spain	E.T.D. (LOWERCASE	M0943392

Corporation		LETTERS)	
Niagara LaSalle Corporation	Spain	E.T.G. (LOWERCASE LETTERS)	M1158674
Niagara LaSalle Corporation	Spain	FATIGUE- PROOF	M0943391
Niagara LaSalle Corporation	Spain	STRESSPROOF	M0943390
Niagara LaSalle Corporation	Sweden	ETGEE	182247
Niagara LaSalle Corporation	Sweden	FATIGUE- PROOF & L DEVICE	180276
Niagara LaSalle Corporation	Sweden	STRESSPROOF & L DEVICE	180277
Niagara LaSalle Corporation	Switzerland	E.T.D. & L DEVICE	2P-352933
Niagara LaSalle Corporation	Switzerland	ETG	2P-353051
Niagara LaSalle Corporation	Switzerland	FATIGUE- PROOF	2P-309960
Niagara LaSalle Corporation	Switzerland	STRESSPROOF	2P-309961
Niagara LaSalle Corporation	United Kingdom	ETG	1353285
Michigan Seamless Tube LLC	USA	Blue Diamond	2093192
Specialty Steel Works Incorporated	USA	OPTIMA SPECIALTY STEEL	4881804
Specialty Steel Works	Canada	OPTIMA SPECIALTY	TMA970107

Incorporated		STEEL	
Specialty Steel Works Incorporated	Japan	OPTIMA SPECIALTY STEEL	5571833
Specialty Steel Works Incorporated	Mexico	OPTIMA SPECIALTY STEEL	1422919
Specialty Steel Works Incorporated	European Union	OPTIMA SPECIALTY STEEL	11265394
Specialty Steel Works Incorporated	Indonesia	OPTIMA SPECIALTY STEEL	IDM000472422
Specialty Steel Works Incorporated	Argentina	OPTIMA SPECIALTY STEEL	2622660
Specialty Steel Works Incorporated	Colombia	OPTIMA SPECIALTY STEEL	471917
The Corey Steel Company	USA	COREY STEEL COMPANY	2000650
The Corey Steel Company	USA	The Scripted Logo Corey Steel Company	2020150
The Corey Steel Company	USA	COREY STEEL COMPANY	2000649
The Corey Steel Company	USA	The Scripted Logo Corey Steel Company	2000648

Trademark Licenses

Grantor	Licensor/Licensee	Registration No.	Description
Niagara LaSalle Corporation (Licensor)	Van Moos (Licensee)	See Schedule 6 to the Guaranty and Security Agreement ¹	Non-exclusive agreement under which Steeltec, a subsidiary of Schmolz + Bichenbach and successor to Von Moos, may market Niagara LaSalle Corporation's proprietary products (i.e., Stressproof, Fatigue-proof and etd-150) in Western Europe, and pursuant to which Steeltec pays royalties to Niagara LaSalle Corporation related to such sales.

¹ The Von Moos License Agreement provides Licensee with the right to sell numerous Niagara LaSalle Corporation trademark items registered in certain western European jurisdictions listed in Schedule 6 to the Guaranty and Security Agreement.