

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Steel Works Incorporated	FORMERLY Optima Specialty Steel, Inc.	02/12/2019	Corporation: DELAWARE
Niagara LaSalle Corporation		02/12/2019	Corporation: DELAWARE
The Corey Steel Company		02/12/2019	Corporation: ILLINOIS
Michigan Seamless Tube LLC		02/12/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4881804	OPTIMA SPECIALTY STEEL
Registration Number:	2354605	NIAGARA LASALLE
Registration Number:	2458718	CUSTOM-CUT
Registration Number:	1610378	SUPER 1200
Registration Number:	1876337	LA-LED
Registration Number:	0621637	STRESSPROOF
Registration Number:	0747471	L
Registration Number:	0760229	FATIGUE-PROOF
Registration Number:	0760516	150
Registration Number:	0655159	E.T.D.
Registration Number:	2000650	COREY STEEL COMPANY
Registration Number:	2000649	COREY STEEL COMPANY
Registration Number:	2000648	COREY STEEL COMPANY
Registration Number:	2020150	COREY STEEL COMPANY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2093192	BLUE DIAMOND

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.

Phone: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe Street, Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5591.116
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	02/12/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of February 12, 2019, by SPECIALTY STEEL WORKS INCORPORATED, a Delaware corporation f/k/a Optima Specialty Steel, Inc. ("Borrower"), NIAGARA LASALLE CORPORATION, a Delaware corporation ("Niagara"), THE COREY STEEL COMPANY, an Illinois corporation ("Corey"), and MICHIGAN SEAMLESS TUBE LLC, a Delaware limited liability company ("Michigan", together with Borrower, Niagara and Corey, the "Grantors" and each, individually, a "Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation in its capacity as agent under the Credit Agreement described below ("Agent").

W I T N E S S E T H

WHEREAS, Borrower, the other Persons designated as "Guarantors" on the signature pages thereto, Agent, and the financial institutions or other entities from time to time parties thereto as Lenders (the "Lenders") have entered into that certain Credit Agreement dated as of February 12, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantors, certain affiliates of Grantors and Agent have entered into a certain Guaranty and Security Agreement dated as of February 12, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor (other than any Excluded Property), including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all goodwill associated with and symbolized by any of the foregoing ((a) through (f), collectively, "Trademarks"), (g) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses") and (h) all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement and the other Loan Documents;

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. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (other than any Excluded Property), whether now owned or existing or hereafter created or acquired:

a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark exclusively licensed under any Trademark License.

3. New Trademarks. Each Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantors. If, before the Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full or before the Credit Agreement has been terminated, any Grantor shall (i) become aware of any existing Trademark License or federally registered Trademarks of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademark Licenses or federally registered Trademarks, in each case, excluding any Excluded Property, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademark Licenses and Trademarks.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Agent, Lenders, or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and

assigns. The provisions of this Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

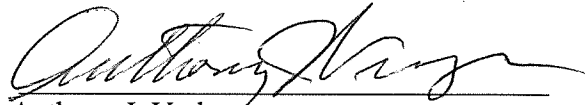
SPECIALTY STEEL WORKS INCORPORATED,
a Delaware corporation f/k/a Optima Specialty Steel,
Inc.

NIAGARA LASALLE CORPORATION, a
Delaware corporation

THE COREY STEEL COMPANY, an Illinois
corporation

MICHIGAN SEAMLESS TUBE LLC, a Delaware
limited liability company

By:

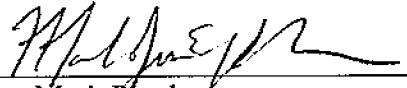


Name: Anthony J. Verkruyse

Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: 
Name: Mark Dienkos
Title: Managing Director

SCHEDULE 1**TRADEMARKS**

OWNER	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Optima Specialty Steel, Inc.	OPTIMA SPECIALTY STEEL	85497560	4881804	1/5/16
Niagara LaSalle Corporation	NIAGARA LASALLE	75532390	2354605	6/6/00
Niagara LaSalle Corporation	CUSTOM-CUT	75512757	2458718	6/5/01
Niagara LaSalle Corporation	SUPER 1200	74003788	1610378	8/21/90
Niagara LaSalle Corporation	LA-LED	74492020	1876337	1/31/95
Niagara LaSalle Corporation	STRESSPROOF	71686062	0621637	2/21/56
Niagara LaSalle Corporation	L	72139868	0747471	4/2/63
Niagara LaSalle Corporation	FATIGUE-PROOF	72142195	0760229	11/19/63
Niagara LaSalle Corporation	150	72110064	0760516	11/26/63
Niagara LaSalle Corporation	E.T.D.	72021637	0655159	12/3/57
The Corey Steel Company	COREY STEEL COMPANY	74583144	2000650	9/17/96

OWNER	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
The Corey Steel Company	COREY STEEL COMPANY	74582924	2000649	9/17/96
The Corey Steel Company	COREY STEEL COMPANY	74582923	2000648	6/25/96
The Corey Steel Company	COREY STEEL COMPANY	74582783	2020150	12/3/96
Michigan Seamless Tube, LLC	BLUE DIAMOND	75169705	2093192	9/2/97

TRADEMARK LICENSES

None.