#### 900515317 09/17/2019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM541038

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900514318	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SDI LaFarga, LLC		08/29/2019	Limited Liability Company: INDIANA

### **RECEIVING PARTY DATA**

Name:	Steel Dynamics, Inc.	
Street Address:	7575 West Jefferson Boulevard	
City:	Fort Wayne	
State/Country:	INDIANA	
Postal Code:	46804	
Entity Type:	Corporation: INDIANA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4498874	SDI LAFARGA, LLC	
Registration Number:	4498875	SDI LAFARGA, LLC	

### **CORRESPONDENCE DATA**

Fax Number: 2604221622

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.

2604229454 Phone:

Email: aadilov@rlwlawfirm.com **Correspondent Name:** Aidana Nurgaliyeva Address Line 1: 505 E. Washington Blvd. Address Line 4: Fort Wayne, INDIANA 46802

NAME OF SUBMITTER:	Kurt F. Breischaft
SIGNATURE:	/Kurt F. Breischaft/
DATE SIGNED:	09/17/2019

#### **Total Attachments: 6**

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# TRADEMARK SECURITY AGREEMENT

- **THIS TRADEMARK SECURITY AGREEMENT,** dated as of August 29, 2019 (this "<u>Agreement</u>"), is made by SDI LaFarga, LLC, an Indiana limited liability company (the "<u>Grantor</u>"), in favor of STEEL DYNAMICS, INC. (together with its successors and permitted assigns, the "<u>Secured Party</u>").
- WHEREAS, the Grantor and the Secured Party have entered into a Reimbursement Agreement, dated as of August 29, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Reimbursement Agreement");
- **WHEREAS**, in connection with the Reimbursement Agreement, the Grantor has entered into the Security Agreement, dated as of August 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party; and
- WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement.
- **NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Reimbursement Agreement, the Grantor hereby agrees as follows:
- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- **SECTION 2.** Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Secured Party and grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):
- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
  - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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- SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- **SECTION 4.** Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
- **SECTION 5.** Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- **SECTION 6.** Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Indiana.

IN WITNESS WHEREOF, the 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.

SDI LAFARGA, LLC

By:

Name: Kurt F. Breischaft

Title: President

[Trademark Security Agreement (SDI) - Signature Page]

## ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA	)	
	)	SS.
COUNTY OF ALLEN	)	

On this 28th day of August, 2019, before me personally appeared Kurt F. Breischaft, the President of SDI LaFarga, LLC, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SDI LaFarga, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

MICHELLE
Whitley Commission
My Commission

MICHELLE L. BIRK, Notary Public Whitley County, State of Indiana Commission Number 685166 My Commission Expires: May 26, 2024 Name: Notary Public

My commission expires:

Acknowledged and Agreed to as of the date set forth above:

# **SECURED PARTY:**

STEEL DYNAMICS, INC.

Name: Richard A. Poinsatte

Title: Vice President, Treasurer, and Assistant Secretary

[Trademark Security Agreement (SDI) - Signature Page]

# **SCHEDULE I**

# **Trademarks**

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
SDI LAFARGA, LLC	100%	Federal - USPTO	4498874
SDI LAFARGA, LLC (Logo)	100%	Federal - USPTO	4498875

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