TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM568823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A. M. Castle & Co.		03/25/2020	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent		
Street Address:	200 South Wacker Drive, Suite 600		
City:	Chicago		
State/Country:	PENNSYLVANIA		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5843723	HA INDUSTRIES

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 3122013865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4033.138
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	03/25/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "<u>Agreement</u>") is made as of March 25, 2020, by A. M. CASTLE & CO., a Maryland corporation (the "<u>Grantor</u>"), with its mailing address of 1420 Kensington Road, Suite 220, Oak Brook, Illinois 60523, in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "<u>Agent</u>") for the Lenders (as defined below), with its mailing address of 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606.

WITNESSETH

WHEREAS, the Grantor, certain affiliates of the Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit and Security Agreement dated as August 31, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor:

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. <u>Defined Terms</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- a) each trademark, trademark application and/or trademark registration listed on <u>Schedule 1</u> annexed hereto, together with any renewals, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
- b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.
- 3. <u>Credit Agreement.</u> The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. 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.

- 4. <u>Termination.</u> Upon the payment and satisfaction in full of all Obligations in accordance with Section 1.4 of the Credit Agreement, the security interests created under this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments reasonably requested by Grantor to evidence termination of such security interests including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interests in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of any of the Trademark Collateral.
- 5. <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this Agreement.
- 6. <u>Counterparts.</u> This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

A. M. CASTLE & CO.,

as Grantor

Print Name: Terenty Steele Title: Secretary

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Dennis

Title: <u>Semov</u>

Signature Page to Trademark Security Agreement

SCHEDULE 1

TRADEMARKS

United States:

MARK	SERIAL	STATUS	REGISTRATION	REGISTRATION
	NUMBER		NUMBER	DATE
HA	88290497	Registered	5843723	August 27, 2019
INDUSTRIES				

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RECORDED: 03/25/2020