TRADEMARK ASSIGNMENT COVER SHEET

# 07/23/2020

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM588092

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ryerson Procurement Corporation		07/22/2020	Corporation: DELAWARE
Joseph T. Ryerson & Son, Inc.		07/22/2020	Corporation: DELAWARE
45 Ventures, LLC		07/22/2020	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	150 East 42nd Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	567013	RYERSON
Registration Number:	796630	RYEX
Registration Number:	2607752	RYTEC
Registration Number:	1246237	RY-WEDG
Registration Number:	3482244	R
Registration Number:	3478095	R RYERSON
Registration Number:	3478094	R RYERSON THE STRENGTH IN METAL
Registration Number:	3478096	RYERSON
Registration Number:	3478097	THE STRENGTH IN METAL
Registration Number:	3465878	TURRET
Registration Number:	5402182	SAY YES, FIGURE IT OUT
Serial Number:	88938396	STEELNOW

#### CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 007006 FRAME: 0132 900560408

**Phone:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/23/2020

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

source=bRyerson et al.WF Trademark Security Agreement#page1.tif source=bRyerson et al.WF Trademark Security Agreement#page2.tif source=bRyerson et al.WF Trademark Security Agreement#page3.tif source=bRyerson et al.WF Trademark Security Agreement#page4.tif source=bRyerson et al.WF Trademark Security Agreement#page5.tif source=bRyerson et al.WF Trademark Security Agreement#page6.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies) 1. Ryerson Procurement Corporation - Delaware, USA 2. Joseph T. Ryerson & Son, Inc. Corporation - Delaware, USA 3. 45 Ventures, LLC Limited Liability Company - Delaware Corporation - State:  Other  Citizenship (see guidelines)  Additional names of conveying parties	Delaware, USA	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  Wells Fargo Bank, National Association, Name: _as Collateral Agent  Street Address:150 East 42nd Street, 40th Floor  City:New York  State:NY  Country: USZip:10017 Individual(s) Citizenship  Association Citizenship		
3. Nature of conveyance/Execution Date(s) July 22, 2020  Assignment Security Agreement Other  4. Application number(s) or reg A. Trademark Application No.(s) see attached Schedule I	tion Date(s):  Merger Change of Name istration number(s) and	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Cother Bank  Citizenship  Wother Bank  Citizenship  WSA  If assignee is not domiciled in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment)  didentification or description of the Trademark.  B. Trademark Registration No.(s)  see attached Schedule I  Additional sheet(s) attached?  Yes  No.		
5. Name & address of party to w concerning document should be Name: Doris Ka - Senior Paralegal (Intell	rhom correspondence e mailed:	Oate if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP  Street Address: 80 Pine Street		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged to deposit account		
City: New York  State: NY  Zip: 10005		8. Payment Information:		
Phone Number: (212) 701-3569  Docket Number: 08061.1976  Email Address: dka@cahill.com		Deposit Account NumberAuthorized User Name		
9. Signature:  Doris  Name	Doris Ka Signature Ka of Person Signing	July 22, 2020  Date  Total number of pages including cover sheet, attachments, and document:  6		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **Trademark Security Agreement**

Trademark Security Agreement, dated as of July 22, 2020, by RYERSON PROCUREMENT CORPORATION, JOSEPH T. RYERSON & SON, INC. and 45 VENTURES, LLC (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of July 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOSEPH T. RYERSON & SON, INC.

DocuSigned by: Molly D. Kannan

578587A8AB554C5

Name: Molly Kannan

Title: Chief Accounting Officer & Controller

RYERSON PROCUREMENT CORPORATE

~DocuSigned by: Molly D. Kannan Name: Molly Kannan

Title: Assistant Secretary

45 VENTURES, LLC

~DocuSigned by:

Molly D. Kannan Names Mostly Kannan Title: Assistant Secretary Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:

STEFAN VWBY Name: Stefan Victory Title: Vice President

[Signature Page to the Trademark Security Agreement]

## **SCHEDULE I**

### to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

### **Trademark Registrations:**

Owner	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Ryerson Procurement Corporation	567013	18-Nov-1952	RYERSON
Ryerson Procurement Corporation	796630	28-Sep-1965	RYEX
Ryerson Procurement Corporation	2607752	13-Aug-2002	RYTEC
Ryerson Procurement Corporation	1246237	26-Jul-1983	RY-WEDG
Ryerson Procurement Corporation	3482244	05-Aug-2008	R and Design
Ryerson Procurement Corporation	3478095	29-Jul-2008	R RYERSON and Design
Ryerson Procurement Corporation	3478094	29-Jul-2008	R RYERSON THE STRENGTH IN METAL and Design
Ryerson Procurement Corporation	3478096	29-Jul-2008	RYERSON
Ryerson Procurement Corporation	3478097	29-Jul-2008	THE STRENGTH IN METAL
Joseph T. Ryerson & Son, Inc. (as successor by merger to Turret Steel Industries, Inc.)	3465878	15-Jul-2008	TURRET
Ryerson Procurement Corporation	5402182	02/13/2018	SAY YES, FIGURE IT OUT

### **Trademark Applications:**

OWNER	TRADEMARK		FILING DATE
45 Ventures, LLC	STEELNOW	88938396	05/20/2020

## **Trademark Licenses:**

None.

TRADEMARK REEL: 007006 FRAME: 0139

**RECORDED: 07/23/2020**