

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matalco Bluffton LLC		08/14/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	P.O. Box 50, 200 Bay Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3588797		
Registration Number:	3588798	ALEXIN	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<i>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.</i>			
Phone:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	08/21/2020		
Total Attachments: 6			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDNED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of August 14, 2020 is made by Matalco Bluffton LLC, an Indiana limited liability company ("Grantor"), in favor of Royal Bank of Canada ("RBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for and on behalf of the Lenders (as defined below).

Introductory Statement

WHEREAS, Grantor, Triple M Metal LP, a Canadian entity ("Triple M Metal"), Matalco Inc., a Canadian entity ("Matalco"), Triple M (US) Inc., a Delaware corporation ("Triple M US"), Matalco (U.S.), Inc., a Delaware corporation ("Matalco US"), Matalco Holdings (US) Inc., a Delaware corporation ("Matalco Holdings US"), Matalco Lordstown Realty LLC, a Delaware limited liability company ("Lordstown") and Giampaolo (Indiana) Realty LLC, a Delaware limited liability company ("GIR", and collectively with the Company, Triple M Metal, Matalco, Triple M US, Matalco US, Matalco Holdings US and Lordstown, the "Borrowers"), have entered into a Second Amended and Restated Credit Agreement dated October 22, 2018, as amended from time to time (the "Second A&R Credit Agreement") with the Agent and the lenders party thereto (the "Lenders");

WHEREAS, in connection with the Second A&R Credit Agreement, Grantor has entered into that certain Amended and Restated Guarantee and Security Agreement with Agent dated of even date herewith (the "GSA", collectively, with the Second A&R Credit Agreement and any other documents, instruments, agreements, intellectual property security agreements, pledges, assignments, letters, notes, mortgages, deeds of trust, powers of attorney and certificates contemplated under or executed in connection with the foregoing, the "Loan Documents");

WHEREAS, pursuant to the GSA, Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement; and

WHEREAS, this Amended and Restated Trademark Security Agreement (this "Security Agreement") amends and restates in its entirety (i) that certain Trademark Security Agreement dated October 22, 2018 by and between Alexin, LLC, an Indiana limited liability company and Agent, as amended from time to time (the "Prior Security Agreement"). It is intended that the terms and provisions of this Security Agreement, and not the Prior Security Agreement, shall govern the pledged security interests of the Grantor in favor of Agent for and on behalf of the Lenders described herein from and after the date of this Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Second A&R Credit Agreement, to induce the Lenders to make their respective loans to the Borrowers thereunder, and to induce RBC to act in its respective agency capacities thereunder, and intending to be legally bound, Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the GSA.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and the Guaranteed Obligations, hereby pledges, collaterally assigns and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of Grantor (the "Trademark Collateral"):

(a) all of its trademarks, trademark applications, and trademark registrations and all trademark licenses providing for the grant by or to Grantor of any right in, to or under any trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Secured Parties pursuant to the GSA. Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the GSA, 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 Amended and Restated Trademark Security Agreement conflicts with any provision of the GSA, the GSA shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security 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. Delivery of an executed signature page of this Amended and Restated Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 6. GOVERNING LAW. THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.


Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.4 OF THE GSA ("NO WAIVER BY COURSE OF CONDUCT") AND SECTION 16.15 OF THE SECOND A&R CREDIT AGREEMENT ("JURISDICTION") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.5, 8.7, 8.8, 8.9, and 8.10 of the GSA ("Amendments in Writing"; "Notices"; "Successors and Assigns"; "Counterparts"; and "Severability") are hereby incorporated herein by reference, and shall apply to this Amended and Restated Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Amended and Restated Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Second A&R Credit Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MATALCO BLUFFTON LLC
an Indiana limited liability company

By: 

Name: Derrick Phelps
Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement (Matalco Bluffton LLC)] #00025


TRADEMARK
REEL: 007030 FRAME: 0545

SCHEDULE 1


TO

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

1. TRADEMARKS REGISTERED IN THE UNITED STATES


MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	77462034	3588797	Registered	Owner: Matalco Bluffton LLC
	77462029	3588798	Registered	Owner: Matalco Bluffton LLC

2. TRADEMARKS REGISTERED IN CANADA

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	1402679	TMA780446	Registered	Owner: Matalco Bluffton LLC
	1402678	TMA766147	Registered	Owner: Matalco Bluffton LLC

3. TRADEMARKS REGISTERED IN MEXICO

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	M946441	1084299	Registered	Owner: Matalco Bluffton LLC

	M946442	1084970	Registered	Owner: Matalco Bluffton LLC
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