## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM678244

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Security Agreement (ABL)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zekelman Industries, Inc.		09/30/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	135 S. LaSalle Street, 9th Floor		
Internal Address:	Mailcode: IL4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		

## **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	6431072	ALIGN TO BUILD BETTER	
Registration Number:	6036226	VECTORBLOC	

## **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.

Phone: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

**Correspondent Name:** CT Corporation

Address Line 1: 4400 Easton Commons Way

Suite 125 Address Line 2:

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/30/2021

## **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated September 30, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of Bank of America, N.A., as collateral agent (together with its permitted successors in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of June 8, 2018 (as amended by Amendment No. 1, dated as of September 30, 2021, and as it may be further amended, supplemented, restated or otherwise modified from time to time, the "ABL Credit Agreement"), was entered into by and among Wheatland Tube, LLC, a Pennsylvania limited liability company (the "Borrower"), Zekelman Industries, Inc., a Delaware corporation ("Holdings"), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and Bank of America, N.A., as administrative agent (together with its permitted successors in such capacity, the "Administrative Agent"). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, each Pledgor has executed and delivered that certain Revolving Credit Facility Pledge and Security Agreement dated June 8, 2018 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

<u>Grant of Security</u>. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "Collateral"):

the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed to any Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

<u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

<u>Execution in Counterparts</u>. This Trademark Security Agreement may be executed in any number of 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.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

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

Zekelman Industries, Inc.

By:

Name: Michael P. McNamara, Jr.

Title: Executive Vice President and Secretary

[Signature Page to Trademark Security Agreement]

# Schedule A

# Trademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Zekelman Indus- tries, Inc.	Align to Build Better	88838958	03/18/2020	6431072	07/27/2021
2.	Zekelman Indus-	VECTORBLOC	88347191	03/19/2019	6036226	04/21/2020
	tries, Inc.					3 37 27 2 3 2 3

**RECORDED: 09/30/2021**