

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM679512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zekelman Industries, Inc.	FORMERLY JMC Steel Group, Inc.	09/30/2021	Corporation: DELAWARE
Wheatland Tube, LLC	FORMERLY John Maneely Company	09/30/2021	Limited Liability Company: DELAWARE
Western Tube & Conduit Corporation		09/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3980972		
Registration Number:	3970554		
Registration Number:	3980955	WHEATLAND	
Registration Number:	3980974	WHEATLAND TUBE	
Registration Number:	2367334		
Registration Number:	4363732	FASTRAK	
Registration Number:	2881074	GAL-Z	
Registration Number:	3725249	PICOMA	
Registration Number:	5394405	THE ONLY WAY TO BUILD	
Registration Number:	5394406	Z MODULAR	
Registration Number:	6431072	ALIGN TO BUILD BETTER	
Registration Number:	6036226	VECTORBLOC	
Serial Number:	90136320	FUZE	
Serial Number:	90855603	Z BLOCK	

CH \$365.00 3980972

CORRESPONDENCE DATA**Fax Number:** 2125305219

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: 2125305243**Email:** dcip@milbank.com, ehyla@milbank.com**Correspondent Name:** Eric Hyla, Esq.**Address Line 1:** 55 Hudson Yards**Address Line 2:** Milbank, LLP**Address Line 4:** New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	30045.00121
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NAME OF SUBMITTER:	Eric Hyla
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SIGNATURE:	/Eric Hyla/
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DATE SIGNED:	10/07/2021
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Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated as of September 30, 2021 (the “*Effective Date*”), is made by the Persons listed on the signature pages hereof (collectively, the “*Pledgors*”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent (together with its permitted successors in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, that certain Amended and Restated Credit Agreement, dated as of June 14, 2016 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”), was entered into by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.), a Delaware corporation (the “*Borrower*”), Goldman Sachs Lending Partners LLC, as administrative agent (together with its permitted successors in such capacity, the “*Administrative Agent*”) and Collateral Agent, the other lenders party from time to time thereto, and Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A., as arrangers and bookrunners. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, in connection with the entry into the Credit Agreement, and in consideration of the extensions of credit and other accommodations of Lenders as set forth therein, each Pledgor has executed and delivered that certain Amended and Restated Term Loan Credit Facility Pledge and Security Agreement, dated as of June 14, 2016 (as amended, supplemented or otherwise modified through the date hereof, the “*Security Agreement*”);

WHEREAS, the Pledgors are also party to that certain Trademark Security Agreement, dated March 11, 2011 (as amended, supplemented or otherwise modified through the date hereof, the “*Existing Trademark 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

WHEREAS, in connection with the entry into the Security Agreement, the parties hereto wish to amend and restate in its entirety the Existing Trademark Security Agreement with 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:

A. Grant of Security. Each Pledgor hereby, and as of the Effective Date, 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*”):

- (i) 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*”);

(ii) 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;

(iii) 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

(iv) 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).

B. 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 Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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 by such Pledgor to any Secured Party under the Collateral Documents 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 Loan Party.

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

D. Execution in Counterparts. 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.

E. 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.

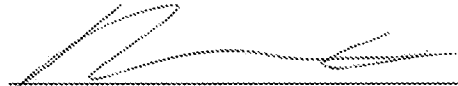
F. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

G. Reaffirmation. Each Loan Party party hereto hereby acknowledges that it has reviewed the terms and provisions of this Trademark Security Agreement and consents to the amendment and restatement of the Existing Trademark Security Agreement effected pursuant to this Trademark Security Agreement and reaffirms its obligations and Liens granted under the Existing Trademark Security Agreement. Each Loan Party party hereto hereby (i) confirms that each Loan Document to which it is a party or is otherwise bound will be in full force and effect as amended and restated and the existing obligations shall not be impaired or limited by such amendment and restatement. All Collateral encumbered thereby will continue to secure to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Secured Obligations, in each case, as amended and restated.

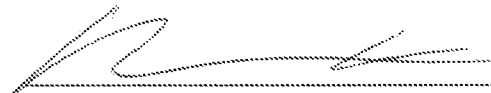
[Signature Page to Follow]

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.

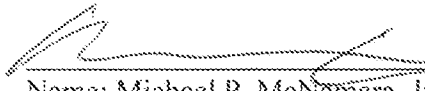
ZEKELMAN INDUSTRIES, INC.

By: 
Name: Michael P. McNamara, Jr.
Title: Executive Vice President and Secretary

WHEATLAND TUBE, LLC

By: 
Name: Michael P. McNamara, Jr.
Title: President

**WESTERN TUBE & CONDUIT
CORPORATION**

By: 
Name: Michael P. McNamara, Jr.
Title: President

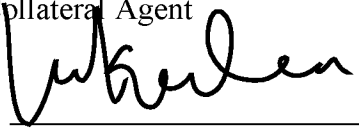
[Signature Page to Amended and Restated Trademark Security Agreement]

4850-3976-34S3.2

TRADEMARK
REEL: 007446 FRAME: 0022

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Authorized Signatory

Schedule A

TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Wheatland Tube, LLC	3,980,972	JOHN MANEELY COMPANY CIRCLES LOGO
Wheatland Tube, LLC	3,970,554	Atlas Squares Logo
Wheatland Tube, LLC	3,980,955	WHEATLAND
Wheatland Tube, LLC	3,980,974	WHEATLAND TUBE and Sheaf Design
Wheatland Tube, LLC (f/k/a John Maneely Company) ¹	2,367,334	Tube Design
Zekelman Industries, Inc.	4,363,732	FASTRAK
Western Tube & Conduit Corporation	2881074	GAL-Z
Wheatland Tube, LLC	3725249	PICOMA
Zekelman Industries, Inc.	5394405	THE ONLY WAY TO BUILD
Zekelman Industries, Inc.	5394406	Z MODULAR
Zekelman Industries, Inc.	6431072	ALIGN TO BUILD BETTER
Zekelman Industries, Inc.	6036226	VECTORBLOC

¹ This trademark is registered to John Maneely Company according to the US Patent and Trademark Office. Change of name should be filed to update database.
4850-3976-3453.2

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Zekelman Industries, Inc.	90136320 (Pending ITU)	FUZE
Zekelman Industries, Inc.	90855603 (Pending ITU)	Z BLOCK